



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. November 22, 2021

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: November 15, 2021

Approval of Agenda

- 1) Swearing in Megan J. Berry as Probationary Firefighter (Chief Sink)
- 2) Swearing in Hannah M. Estes as Probationary Firefighter (Chief Sink)
- 3) Electrical License Request for David E. Sloan (Myron Grise)
- 4) Amendment to LPA-Consulting Contract with Abonmarche Consultants, Inc. (Shannon Marks)
- 5) Economic Development Corporation of Elkhart County Funds Agreement (Brandy Henderson)
- 6) Amend Uniform Service Contract with Wildman Business Group, Inc. (Brandy Henderson)
- 7) Agreement with Eaton Corporation (Brandy Henderson)
- 8) Agreement with Design Group International (Brandy Henderson)
- 9) Agreement with Aquascapes of Michiana, LLC (Carla Newcomer)

- 10) Agreement with Mechanical Man, Inc. (Carla Newcomer)

- 11) Agreement with OJS Building Services, Inc. (Carla Newcomer)

- 12) Agreement for the Completion of the Construction Project 1211 Camelot Drive (JN: 2017-2045) (Jason Kauffman)

- 13) Post-Construction Plan Approval Keystone RV Building Additions and Parking Expansion (JN: 2021-2010 and 2021-2032) (Jason Kauffman)

- 14) Post-Construction Plan Approval Westoria Eighth P.U.D. (JN: 2021-2002) (Jason Kauffman)

- 15) WWTP Improvements Project – Change Order No. 4 (JN: 2019-0025A) (Dustin Sailor)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE NOV. 15, 2021 REGULAR MEETING

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

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

Absent: None

Call to Order: Mayor Jeremy Stutsman called the meeting to order at 2 p.m.

Review/approval of Minutes: The minutes of the Nov. 8, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 5-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda with one addition – new agenda item #9, a request from the City Engineering Department that the Board authorize the advertisement of bids for the 2022 Bituminous and Concrete Paving Work. **Riouse moved to approve the agenda as suggested, with the added item. Nichols seconded the motion. Motion passed 5-0.**

1) Acceptance of plat: Shoup-Parsons/Rappatta Minor Subdivision (Rhonda L. Yoder)

Rhonda L. Yoder, City Planning & Zoning Administrator, asked the Board to accept the plat with easements for the Shoup-Parsons/Rappatta Minor Subdivision. Yoder said the Plan Commission, at its Aug. 17, 2021 meeting, granted approval for the two-lot minor residential subdivision. The subject property is an unplatted tax parcel, approximately 0.333 acre (\pm 14,513 SF), zoned Residential R-1, that contains two single-family homes. The owner is requesting the subdivision in order to create a lot for each house, so that each house may be sold individually. Public infrastructure (street, water, sewer) and subdivision drainage is existing. Yoder said the subdivision was granted a variance by the Board of Zoning Appeals on Sept. 28, 2021, to address four R-1 District deficiencies. Right of way is existing, but a new roadway and utility easement is being established along the entire Mayflower Place frontage to address existing roadway and utility encroachments. Yoder said the easement is in lieu of right of way, as there was no space to dedicate additional right of way since all of the development is existing and the existing right of way is narrow. The subdivision meets Zoning and Subdivision Ordinance requirements.

Riouse/Nichols moved to accept the plat with easements for the Shoup-Parsons/Rappatta Minor Subdivision. Motion passed 5-0.

2) Permission to solicit bids for new Parks Department maintenance facility (Becky Hutsell)

Becky Hutsell, the City Redevelopment Project Manager, asked the Board to grant permission to solicit bids for the construction of a new Parks Department Maintenance Facility at 610 East Plymouth Ave. The City has contracted with Abonmarche Consultants to design a maintenance facility at the city-owned property. Hutsell said the design has been coordinated with City staff over the past 10 months and construction drawings are nearly complete.



The project will be funded with a combination of TIF funding from the Redevelopment Commission as well as Civil City funds. The engineer's estimate for the project is roughly \$2 million and it is anticipated that construction will begin in the spring. **Mayor Stutsman** said discussions for the facility have taken place for eight to ten years. **Riouse/Nichols** moved to grant permission to solicit bids for the construction of a new Parks Department Maintenance Facility at 610 East Plymouth Ave. Motion passed 5-0.

3) Agreement with Troyer Group for Indiana Avenue reconstruction (Josh Corwin)

Josh Corwin, City Civil Traffic Engineer, asked the Board to approve the agreement with Troyer Group for Professional Services for the Indiana Avenue Reconstruction (Project No. 2021-0023) in the amount of \$201,278. He said the Engineering Department has identified the portion of Indiana Avenue, between Pike Street and Chicago Avenue, as a high priority for reconstruction due to poor road conditions and deteriorating utilities along the corridor. Indiana Avenue has also been identified as a location for a north-south connector in the Bicycle Master Plan. The proposed project will update the aging infrastructure and add a multi-use path along the corridor. Corwin said with the proposed improvements, the Engineering Department has identified this project as a good candidate for future Community Crossing Matching Grant funding opportunities. It is the intent to have all design and bidding documents prepared and ready, so that the City will then submit this project for a grant application at the next opportunity. Engineering has been working with Troyer Group to look at the improvements for this corridor and requests approval of the agreement in the amount of \$201,278 for survey, geotechnical investigation, and design-related services. **Riouse/Nichols** moved to approve the agreement with Troyer Group for Professional Services for the Indiana Avenue Reconstruction (Project No. 2021-0023) in the amount of \$201,278. Motion passed 5-0.

4) Permission to negotiate contract for Wilden Avenue reconstruction (Josh Corwin)

Josh Corwin, City Civil Traffic Engineer, asked the Board to proceed with contract negotiations with DLZ for Construction Inspections Services for the Wilden Avenue Reconstruction, from Rock Run Creek to Sixth Street, (Project No. 2014-0035) and to authorize Mayor Stutsman to execute the contract. The proposals were due to the Engineering Department on Oct. 15, 2021, and the City received four proposals. Proposals were evaluated by a team comprised of Mike Landis, Jason Hoffman, and Josh Corwin. DLZ was selected as the highest scoring firm. **Rouse/Nichols** moved to proceed with contract negotiations with DLZ for Construction Inspections Services for the Wilden Avenue Reconstruction, from Rock Run Creek to Sixth Street, (Project No. 2014-0035) and to authorize Mayor Stutsman to execute the contract. Motion passed 5-0.

5) Agreement with Flock Group, Inc. for police video services (Bodie Stegelmann)

City Attorney Bodie Stegelmann asked the Board to approve and to authorize the Mayor Stutsman to execute an agreement with Flock Group, Inc. at an annual cost of \$20,000. He said the City of Goshen Police Department seeks to enter into an agreement with Flock Group, Inc. for the provision of law enforcement video services. The annual cost of the services is \$20,000, and the agreement is for a renewable one- year term, with options for the City to terminate the agreement at its discretion. **Riouse/Nichols** moved to approve for the City and to authorize the Mayor Stutsman to execute an agreement with Flock Group, Inc., for the provision of law enforcement video services, at an annual cost of \$20,000. Motion passed 5-0.



6) Agreement with Roberts Environmental for water-related services (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to enter into an agreement with Roberts Environmental Services, LLC to provide ground water sampling, reporting and well abandonment, at the City's North Water Plant, at a cost not to exceed \$12,400 with all services to be completed within four weeks after the closure report is approved by IDEM (weather permitting). Henderson said Roberts Environmental Services has been providing waste characterization sampling, excavation oversight, and excavation confirmation of sampling at the City's North Water Plant at 308 North 5th Street (State Cleanup ID #0000563). She said Roberts has completed quarterly sampling at the Site through the September 2020 sampling event, at which time a closure evaluation was requested from IDEM in October 2020. IDEM responded via email on Oct. 22, 2021 requesting one additional sampling event before closure.

Riouse/Nichols moved to enter into an agreement with Roberts Environmental Services, LLC to provide ground water sampling, reporting and well abandonment, at the City's North Water Plant, at a cost not to exceed \$12,400.00 with all services to be completed within four weeks after the closure report is approved by IDEM (weather permitting). Motion passed 5-0.

7) Agreement with DesignPD (Agency 360) for cloud application services (Brandy Henderson)

Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve and execute an agreement with DesignPD, LLC, doing business as Agency360, for cloud application services for Goshen Police Department training at an initial cost of \$2,197. Henderson said there will be a one-time fee of \$1,000 to set up a website customized for Goshen Police Department's use, the initial fee of \$1,197.0 for the first year of licensing and an annual fee of \$1,197 every automatic renewal year after that. In response to a question from Mayor Stutsman, **Police Chief Jose Miller** said Agency360 is a new program for field training officers and will shift the police department away from the use of printed documents in favor of a web-based system for training new employees.

Riouse/Nichols moved to approve the and execute an agreement with DesignPD, LLC, doing business as Agency360, for cloud application services for Goshen Police Department training at an initial cost of \$2,197. Motion passed 5-0.

8) Agreement with SpyGlass for technology expense management consulting (Richard Aguirre)

City Clerk-Treasurer Richard R. Aguirre asked the Board to approve and authorize the Clerk-Treasurer to execute an agreement with the Spyglass Group, LLC with the City for technology expense management consulting. Aguirre said SpyGlass works with cities, counties and school districts and libraries to recover efficiencies in technology usage. By analyzing current usage through a review of bills, SpyGlass works with vendors to recover improperly applied taxes, eliminate dormant and excessive services, and optimize plans for the City's purposes. SpyGlass will review the two most recent months of billing for the City's accounts with Frontier, Comcast, Verizon, New Paris Telephone, Choice One, Celico Partnership, United Telephone, Windstream Holdings, and Penguin Management. From the invoices the City provides, SpyGlass will present a report to the City, which will suggest potential modifications to vendor accounts. Aguirre said that since SpyGlass will have access to the City's billing records, they agree to maintain confidentiality requirements as presented in the agreement in regards to all information that they review. The City Legal Department has reviewed the agreement documents and provided recommendations on maintaining data security, which we have passed on to SpyGlass.



The attached documents include the agreement, an addendum provided by the City Legal Department, and the letter of authorization allowing SpyGlass to review City vendor records. **Mayor Stutsman** endorsed the agreement. **Riouse/Nichols moved to approve and authorize the Clerk-Treasurer to execute the SpyGlass Group, LLC agreement with the City for technology expense management consulting. Motion passed 5-0.**

9) Advertisement of bids for 2022 Bituminous Paving and Concrete Paving (Josh Corwin)

Josh Corwin, City Civil Traffic Engineer, asked the Board to authorize the advertisement of bids for the City's 2022 Bituminous and Concrete Paving Work (JN: 2022-0002A & B). Sailor said the Engineering Department is preparing the Bituminous Paving and Concrete Paving projects for 2022. Sailor asked the Board's permission to advertise these projects on Nov. 19 and Nov. 26 with bids received Dec. 6.

Corwin presented the Board with a memorandum outlining this request (*EXHIBIT 1*).

Riouse/Nichols moved to authorize the advertisement of bids for the City's 2022 Bituminous and Concrete Paving Work. Motion passed 5-0.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:18 p.m. No one asked to speak, so the Mayor closed Privilege of the Floor.

With no further matters before the Board, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. Meeting was adjourned at 2:19 p.m.

EXHIBIT 1: Memorandum from City Director of Public Works and Utilities Dustin Sailor asking the Board to authorize the advertisement of bids for the City's 2022 Bituminous and Concrete Paving Work (JN: 2022-0002A & B).

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



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

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

November 15, 2021

To: The Board of Works and Public Safety

RE: Hire Megan J Berry as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Megan J Berry has passed all of the pension requirements for the State of Indiana and I am requesting the Board of Works and Public Safety hire Megan as a Probationary Firefighter for the Goshen Fire Department effective today November 22, 2021.

Thank you.



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

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

November 15, 2021

To: The Board of Works and Public Safety

RE: Hire Hannah M. Estes as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Hannah M. Estes has passed all of the pension requirements for the State of Indiana and I am requesting the Board of Works and Public Safety hire Hannah as a Probationary Firefighter for the Goshen Fire Department effective today November 22, 2021.

Thank you.



**Building Department
CITY OF GOSHEN**

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November 22, 2021

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR DAVID E. SLOAN

David E. Sloan with Indy Voltage LLC, Indianapolis, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Sloan took the required Prometric exam on July 15, 2000, and received a passing score of 82.5%. Mr. Sloan presently holds a valid electrical license with the City of Indianapolis, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector



November 8, 2021

Building Department
City of Goshen
204 E. Jefferson Street, Suite 5
Goshen, IN 46528

To Whom It May Concern:

We have received a request from Dave Sloan to furnish your office with the following information:

Mr. David Sloan passed the Prometric (formerly Thomson Prometric, Exporior Assessments LLC, and Block and Associates) examination for a Master Electrical license in Indianapolis, Indiana on July 15, 2000. This examination was graded by Exporior in Gainesville, FL with the results returned to this office. Mr. Sloan received a passing score of 82.5%, and his Master Electrical license, E0001354, will expire on December 31, 2021 and is eligible for renewal at that time unless suspended or revoked by law.

If you need additional or further assistance, I can be contacted at the following telephone number (317) 327-8467.

Sincerely,

Jessica Knight
License & Board Coordinator

Experior Assessments
Indianapolis examination results
Exam date 07/15/2000

201IN06 Master Electrician

APPLICANT NAME	APPLICANT NUMBER	PCT PART 1	PCT PART 2	PCT PART 3	EXAM SCORE
SLOAN, DAVID		80.0	88.6	80.0	82.5

310IN06 Wrecking Class "C"

APPLICANT NAME	APPLICANT NUMBER	EXAM SCORE
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402IN06 Air Conditioning - 'B'

APPLICANT NAME	APPLICANT NUMBER	PCT PART 1	PCT PART 2	EXAM SCORE
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City of Indianapolis - Department of Business & Neighborhood Services

License Type: **Electrical**

License Number: **E0001354**

DAVID E SLOAN

RIVERA GROUP LLC - EL1400002

is duly licensed to practice in Marion County as a(n)
License Holder until **12/31/2021** unless suspended or
revoked by law.

Signature: _____

DAVID E SLOAN
1073 OLIVER AVE
4726 WHIRLAWAY DR INDIANAPOLIS, IN 46223
INDIANAPOLIS, IN 46221



CITY OF GOSHEN LEGAL DEPARTMENT

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

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November 22, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Amendment to LPA-Consulting Contract with Abonmarche Consultants, Inc.

Attached is an Amendment to the LPA-Consulting Contract with Abonmarche Consultants, Inc. for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek bridge to 6th Street. This contract was originally executed December 15, 2014 and amended June 1, 2020.

This Amendment adds asbestos inspection services of five structures to be demolished for an additional cost of \$3,100, and staking of right-of-way and the location of each curb inlet structure for an additional cost of \$4,800. This Amendment increases the compensation due under the contract to a total fee not to exceed \$337,900.

Suggested Motion:

Move to approve and execute the Amendment to the LPA-Consulting Contract with Abonmarche Consultants, Inc. for preliminary engineering services for the reconstruction of Wilden Avenue from Rock Run Creek bridge to 6th Street.

AMENDMENT TO LPA-CONSULTING CONTRACT

THIS CONTRACT AMENDMENT is entered into on November ____, 2021, by and between **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 (“LPA”), and **Abonmarche Consultants, Inc.**, a corporation organized under the laws of the State of Michigan (“CONSULTANT”).

RECITALS

WHEREAS LPA is planning to complete a road reconstruction project for Wilden Avenue from the Rock Run Creek bridge to 6th Street, Des. No. 1400715 (“Project”).

WHEREAS LPA and CONSULTANT entered into a LPA-Consulting Contract on December 15, 2014, and amended on June 1, 2020, for preliminary engineering services for the Project.

WHEREAS within the aforementioned LPA-Consulting Contract, Appendix A, Paragraph T, item 14 states that Asbestos Inspections are not included as a part of the scope, but the services may be provided for an additional fee.

WHEREAS the preferred alternative for the Project requires the demolition of five houses along Wilden Avenue and INDOT requires an asbestos inspection to be performed.

WHEREAS it is necessary for the right-of-way and storm sewer structures to be staked so that so that utilities affected by the Project can be relocated in accordance with the approved utility relocation work plans.

In consideration of the terms, covenants and conditions to be kept and performed under the LPA-Consulting Contract, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

SCOPE OF SERVICES

The services to be furnished by CONSULTANT under Appendix “A” of the LPA-Consulting Contract shall be amended as follows:

- (1) The following services shall be ADDED to Paragraph A, TOPOGRAPHIC SURVEY:
 15. Provide staking of the location of the final permanent right-of-way in 100-foot increments.
 16. Provide staking of the location of each curb inlet structure at the back of the proposed curb.

- (2) The following services shall be ADDED to Paragraph H, PROJECT DESIGN:
14. Provide asbestos NESHAPS demolition inspections and sampling on five properties to be demolished along Wilden Avenue.

COMPENSATION

The compensation due to CONSULTANT under Appendix "D" of the LPA-Consulting Contract shall be amended as follows:

- (1) The compensation set forth in Paragraph A, Amount of Payment, item 1 shall be INCREASED from Three Hundred Thirty Thousand Dollars (\$330,000.00) to a total fee, not to exceed Three Hundred Thirty-seven Thousand Nine Hundred Dollars (\$337,900.00) unless a modification is approved in writing by the LPA.
- (2) The compensation for the following tasks set forth in Paragraph A, Amount of Payment, item 2, and the Fee Summary page dated May 26, 2020, shall be revised as follows:
- a. Sub-item a, Topographic Survey (with LCRSP) shall be INCREASED from Thirty-one Thousand Eight Hundred Dollars (\$31,800.00) to Thirty-Six Thousand Six Hundred Dollars (\$36,600.00).
- b. Sub-item e, Roadway Design and Plans shall be INCREASED from One Hundred Sixty-Seven Thousand Dollars (\$167,000.00) to One Hundred Seventy Thousand One Hundred Dollars (\$170,100.00).
- c. Total for all tasks shall be INCREASED from Three Hundred Thirty Thousand Dollars (\$330,000.00) to a total fee, not to exceed Three Hundred Thirty-seven Thousand Nine Hundred Dollars (\$337,900.00).
- (3) DELETE Fee Summary page dated May 26, 2020 with total not to exceed \$330,000.00 and INSERT Fee Summary page dated October 19, 2021, with a total not to exceed \$337,900.00 as attached to this amendment.
- (4) DELETE Road Design Services fee page with total fee of \$176,200.00 and INSERT Road Design Services fee page with total fee of \$179,300.00 as attached to this amendment.
- (5) DELETE Survey with LCRSP fee page with total fee of \$39,100.00 and INSERT Survey with LCRSP fee page with a total fee of \$43,900.00 as attached to this amendment.

ORIGINAL CONTRACT

In all respects, all other provisions of the original LPA-Consulting Contract as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands to this LPA-Consulting Contract Amendment on the dates set forth below.

LPA:

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

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Date: _____, 2021

CONSULTANT:

Abonmarche Consultants, Inc.

Chad Knip, Project Manager

Date: _____, 2021

Fee Summary

Project: Wilden Avenue Reconstruction
from Rock Run Creek Bridge to 6th Street
Client: City of Goshen
Des. No. 1400715

October 19, 2021

ITEM	TYPE	PROPOSED FEE
Topographic Survey (with LCRSP)	Lump Sum	\$36,600.00
CE Document	Lump Sum	\$28,500.00
Historic Properties Report	Lump Sum	\$8,000.00
Archaeology Report	Lump Sum	\$3,500.00
Roadway Design and Plans	Lump Sum	\$170,100.00
Survey and Design of Drainage east of SR 15	Lump Sum	\$16,500.00
Retaining Wall Design	Lump Sum	\$11,300.00
Traffic Signal Design	Lump Sum	\$8,200.00
Erosion Control Plans, Report and NOI	Lump Sum	\$4,700.00
IDEM 401 Permit and USACE 404 Permit	Lump Sum	\$4,000.00
IDNR Construction in a Floodway Permit	Lump Sum	\$3,500.00
Utility Coordination	Hourly Rate	\$11,100.00
Geotechnical Engineering	Not to Exceed	\$16,700.00
Public Involvement Meetings, Public Hearings (Hourly Rate)	Hourly Rate	\$6,200.00
Right of Way Engineering Services (27 parcels - See R/W Services Schedule)	Not to Exceed	\$0.00
Bid Services	Not to Exceed	\$4,000.00
Construction Phase Office Services	Hourly Rate	\$5,000.00
Total Not To Exceed Fee		\$337,900.00

Survey with LCRSP

PROJECT: Wilden Avenue Reconstruction from Rock Run Creek Bridge to 6th Street
Client Name: City of Goshen

DESCRIPTION	STAFF HOURS BY CLASSIFICATION						TOTAL HOURS / TASK	TOTAL DOLLARS / TASK
	Project Manager	Survey Manager	Senior Project Surveyor	Survey Crew Party Chief	Survey Crew Instrument Man	Senior Technician II		
West of 6th Street								
Project Management / Field Coordination	4	8	4	4			20	\$2,117.12
Research Public Records			16				16	\$1,673.60
Obtain Utility Records and Field Locates						6	6	\$442.86
Prepare and Send Survey Notices	2		2				4	\$480.76
Establish Horizontal and Vertical Control Points		4		12	12		28	\$1,918.00
Obtain Cross Sections and Topographic Information	2	4	4	40	32		82	\$5,628.16
Obtain Pipe Invert Elevations, Sizes, and Directions		1		4	4		9	\$602.75
Data Downloading, Perform Calculations, Complete Field Books, & Review Project	2	2	4	8		6	22	\$1,907.52
Prepare Topographic Survey Drawing	3	4	16			32	55	\$4,881.86
Integrate Field Surveyed Data with Provided Survey	2		4			16	22	\$1,870.92
Recover Section Corners and Property Corners and Stake Alignment		2		18	18		38	\$2,438.00
Prepare Route Survey Plat	2	12	24			48	86	\$7,641.84
Right of Way and Structure Staking (2021 Rates)	2	4		24	24		58	\$4,732.98
Subtotal: West of 6th Street	16	26	50	86	66	60		\$36,336.37
6th Street and Oakridge Street								
Research Public Records 8th Street and Oakridge Street			4				4	\$418.40
Obtain Utility Records and Field Locates 6th Street and Oakridge Street						2	2	\$147.62
Establish Horizontal and Vertical Control Points 8th Street and Oakridge Street				4	4		8	\$493.00
Obtain Cross Sections and Topographic Information 6th Street and Oakridge Street	1	1	2	16	16		36	\$2,426.73
Obtain Pipe Invert Elevations, Sizes, and Directions 8th Street and Oakridge Street				4	4		8	\$493.00
Data Downloading, Perform Calcs, Field Books, & Review, 6th St. and Oakridge St.		1	1	2		4	8	\$648.39
Prepare Topographic Survey Drawing 6th Street and Oakridge Street		1	6			16	23	\$1,918.31
Recover Section Corners and Property Corners and Stake Alignment				6	6		12	\$739.50
Subtotal: 6th Street and Oakridge Street	1	3	13	26	24	22		\$7,284.95
TOTAL	20	44	87	142	120	134	547	\$43,621.32
Average Hourly Rate Per Classification:	\$135.78	\$109.75	\$104.60	\$69.40	\$53.85	\$73.81		
Average Hourly Rate Per Classification (2021):	\$162.13	\$131.05	\$124.90	\$82.87	\$64.30	\$88.13		
Total Labor Cost	\$2,768.30	\$4,914.19	\$9,100.20	\$10,178.01	\$6,712.79	\$9,847.83		\$43,621.32

DIRECT EXPENSES								
Mileage	11	Trips x		50	Mi./Trip x		\$0.44	\$242.00
Meals	0	Persons x		0	Days x		\$0.00	\$0.00
Lodging	0	Nights x		\$0.00	/ Night			\$0.00
Misc. Supplies								
Prints	0	Sets x		0	Sheets		\$0.51	\$0.00
Plots (includes R/W Mylars)	0	Mylars x		\$0.00	Each			\$0.00
Total Direct Cost								\$242.00

TOTAL FEE: **\$43,900.00**



**Legal Department
CITY OF GOSHEN**

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

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www.goshenindiana.org

November 22, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Economic Development Corporation of Elkhart County Funds Agreement

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City could provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization, a detailed description of how these funds will be used, and the organizations will need to account for how the funds were used.

Economic Development Corporation of Elkhart County was one such community service organization that has applied for these funds. Economic Development Corporation of Elkhart County has requested \$65,219 for economic development and operations efficiency. Economic Development Corporation of Elkhart County has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approved the agreement with Center for Business Excellence, Inc. to support the project or projects outlined in its submitted application.

AGREEMENT

With Economic Development Corporation of Elkhart County.

To Provide Economic Development through the Growth or Relocation of Businesses to the City of Goshen

This Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and Center for Business Excellence, Inc (the “Grantee”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Sixty-Fix Thousand Two Hundred Nineteen Dollars (\$65,219), to the Grantee for eligible costs of the services or programs described in Grantee’s Community Services Grant Application, a copy of which is attached hereto and made a part hereof (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Grantee’s Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Grantee pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Grantee.

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

B. By entering into this Agreement, Grantee 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 Grantee.

3. Implementation of and Reporting on the Project.

A. The Grantee shall implement and complete the Project in accordance with the description contained in Grantee’s Community Services Grant Application. Any

modification of the Project from the description given in Grantee's Community Services Grant Application shall require prior written approval of the City.

B. The Grantee shall submit to the City a Final Grant Report Form no later than December 17, 2021, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2021, whichever is later.

5. Grant Funding.

A. The City shall fund this grant during its term, pursuant to the project budget set forth within Grantee's Community Services Grant Application. The Grantee shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of grant funds to the Grantee shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant 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. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. 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 Grantee 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:

A. whether Project activities are consistent with those set forth in the Grantee's Community Services Grant Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Grantee's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Grantee 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 three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Grantee to determine whether the provisions of this Agreement require formal modification.

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

C. The Grantee 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.

D. As required by I.C. § 5-22-3-7:

i. The Grantee and any principals of the Grantee certify that:

a. the Grantee, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation Of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

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

b. the Grantee will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf

of an affiliate or principal of the Grantee, except for *de minimis* and nonsystematic violations,

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

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

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

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

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

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

11. 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.

12. 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 County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, 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, Grantee certifies compliance with applicable federal laws, regulations, and

executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

14. Contracting with Relatives.

Pursuant to IC 36-1-21, if Grantee is wholly or partially owned by a relative of an elected official of the City Grantee certifies that Grantee 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 Grantee.

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

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelman@goshencity.com

B. Notices to the Grantee shall be sent to (Include contact name and title, mailing and e-mail address):

Economic Development Corporation of Elkhart County
Attn: Chris Stager
300 Nibco Parkway, Suite 201
Elkhart, IN 46516
chris@elkhartcountybiz.com

16. 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 Community Services Grant Application.

17. Termination for Breach.

A. 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 grant payments, and suspend the Grantee's participation in the City grant programs until such time as all material breaches are cured to the City's satisfaction.

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

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, 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 effected by delivery to the Grantee of a Termination Notice, specifying effective date of termination and extent of termination. The Grantee 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.

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

In Witness Whereof, Grantee 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, INDIANA:

GRANTEE: ECONOMIC DEVELOPMENT
CORP. OF ELKHART COUNTY

Jeremy P. Stutsman, Mayor

By: _____

Michael A. Landis, Member

Name: _____

Mary Nichols, Member

Title: _____

Barb Swartley, Member

Date: _____

DeWayne Riouse, Member

Date: _____



**Community Services Grant Application
Program Year 2021**

(Attach additional sheets if space provided is not adequate.)

Applications available: Monday, March 29, 2021.

Applications due: Monday, April 12, 2021.

Application submittal: Please submit one signed original, with attachments. No copies required. Submittal may be made via email.

Applications due to: Denise Blenner 202 S. Fifth, Goshen, IN 46528; mayor@goshencity.com

Call 533-9322 with questions.

Summary of Community Service Grant Priorities

Each activity must meet one of the following priorities:

1. Address a goal that has been identified in the Goshen Comprehensive Plan:
<https://goshenindiana.org/planning-zoning>
2. Address a goal that has been identified in the CDBG Five Year Consolidated Plan:
https://goshenindiana.org/media/uploads/0/8255_2020-2024-Consolidated-Plan_2020-AAP_Final.pdf
3. Meet an urgent community development need.

Community Services funds for program year 2021 will become available sometime after July 1, 2021. If a grant is awarded, program expenses may be incurred starting January 1, 2021, but no claims will be paid until grant agreements are approved by the Board of Public Works and signed.

Organization: Economic Development Corporation of Elkhart County

Organization Address: 300 Nibco Parkway, Suite 201, Elkhart, In. 46516

Mailing Address: 300 Nibco Parkway, Suite 201, Elkhart, In. 46516

Contact Person: Chris Stager

Phone Number: 574-293-5627

Email address: chris@elkhartcountybiz.com

Project Title: Annual Support for the EDC of Elkhart County

Community Services grant requested: \$ 65,219

Expected number of individuals to benefit from this project: City of Goshen

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 Community Services funds.

Thank you for your continued support of the Economic Development Corporation of Elkhart County. This funding request is for calendar year 2021. The EDC of EC represents the City of Goshen during meetings with site selectors and other entities looking to grow or relocate their businesses here or from outside the area. We actively meet with manufacturing and logistics businesses to discuss workforce opportunities and barriers relating to additional profitability and productivity. We build ongoing relationships with Goshen businesses and work with companies and our partner organizations to deliver a variety of programs/solutions such as:

- Next Level Jobs
- LIFT Network Apprenticeships
- HEA Manufacturing Sector partnerships (Health and Manufacturing)
- Manufacturing Readiness Grants
- Advanced Sector Partnerships

And additional services such as:

- Real and Personal property tax phase in
- Indiana Economic Development Corporation incentives
- NIPSCO Utility Riders
- Process improvement projects at customer's facility.
- Fiber connectivity
- Redesign of incentive programs to more positively effect Goshen's long term growth plan

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

Item Description	Total Amount	Community Services Funds	Other Funds
a.			
b.			
c.			
d.			
e.			
f.			
TOTALS			

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

We receive approximately 40% of our revenues from incorporated communities in Elkhart County. The remaining 60% of our operating budget is provided by contributions from local companies and organizations. Additionally, we generate incremental revenue because of the Purdue MEP training classes offered throughout Elkhart County. Since approximately 2010 the amount calculated for Goshen's support of the EDC has been calculated by multiplying Goshen's 2010 population of 32,630 x 1.998 equalling \$65,219 or roughly 16% of the Elkhart County population

4. Describe how the project will meet one or more of the objectives identified in the Goshen Comprehensive Plan, CDBG Consolidated Plan or meet an urgent community development need.

We will be working with all available resources to continue to diversify the Goshen economy.

We currently work with Goshen College, Notre Dame, Ivy Tech, and IUSB to provide various training content and support services. Additionally we partner with Purdue MEP and Notre Dame's Labs for Industry Futures and Transformation on continuous improvement training.

We support a countywide fiber infrastructure project that supported additional broadband connectivity for the City of Goshen.

We represent Goshen on site selection trips and inquiries.

We market city-owned commercial properties on elkhartcountybiz.com

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

Due to uncertainty when the 2021 budget was generated and this the first time using this format totals listed below are actual results for 2021. When we complete the grant request for 2022 we will have improved benchmarks to judge EDC performance in 2022

Project Volume 2021: \$17 million
Jobs Created: 818

Business and Retention visits: 40
Companies participating in training: 10
Individuals participating in training: 38

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

We will be working with all available resources to continue to diversify the Goshen economy. Our typical clients range from 18-65 and can be of any ethnicity or race.

We currently work with Goshen College, Notre Dame, Ivy Tech Community College, IUSB, & local high schools to provide various training content and support services. Additionally we partner with Purdue MEP and the L.I.F.T. Network on continuous improvement and diverse projects within Goshen businesses.

Organizational Characteristics

IRS nonprofit status 501C3
Years in operation 20
Number of full-time paid staff 3
Number of part-time paid staff 3
Number of volunteer staff 0
Number of Board members 24

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

We are a 501 C 3 Corporation and our mission statement is:

Mission

Create an economically vibrant community by: Recruiting, retaining, and strengthening our economic base; Being a catalyst for diversification, innovation, and economic change.

Vision

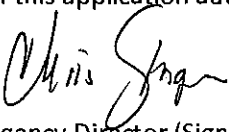
The EDC will leverage our entrepreneurial spirit, expertise, and regional resources to develop a more prosperous community through a diversified, resilient and knowledge-based economy.

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
- b. Current fiscal year budget
- c. Current list of Board of Directors

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)

Chris Stager
Printed Name:

Date: 11/8/21

Chairperson, Board of Directors (Signature)
William B Burton

Printed Name: William B Burton

Date: 11/8/21

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.**

FINANCIAL REPORT

December 31, 2020 and 2019

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INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Economic Development Corporation of Elkhart County, Inc.
Elkhart, Indiana

We have audited the accompanying financial statements of the Economic Development Corporation of Elkhart County, Inc. (a nonprofit organization), which comprise the statements of financial position as of December 31, 2020 and 2019, and the related statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Economic Development Corporation of Elkhart County, Inc. as of December 31, 2020 and 2019, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Schedules of Revenue Collected (Cash Basis) on page 22 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Insight Accounting Group, P.C.

Insight Accounting Group, P.C.

Goshen, IN
June 1, 2021

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2020 and 2019**

	2020	2019
ASSETS		
Current assets		
Cash and cash equivalents	\$ 384,261	\$ 246,931
Pledges receivable	15,250	9,100
Training class fees receivable	1,089	7,403
Prepaid expenses	5,393	10,421
Short term investments	202,809	200,848
Total current assets	608,802	474,703
Property and equipment		
Furniture and fixtures	195,152	192,638
Website and software	38,928	30,614
	234,080	223,252
Less accumulated depreciation	(205,307)	(197,890)
Net property and equipment	28,773	25,362
TOTAL ASSETS	\$ 637,575	\$ 500,065

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF FINANCIAL POSITION
December 31, 2020 and 2019**

	2020	2019
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable	\$ 653	\$ 21,200
Accrued payroll taxes	4,289	6,921
Deferred revenue	8,939	14,880
Total current liabilities	13,881	43,001
Total liabilities	13,881	43,001
Net Assets		
Without donor restrictions	617,623	446,587
With donor restrictions	6,071	10,477
Total net assets	623,694	457,064
TOTAL LIABILITIES AND NET ASSETS	\$ 637,575	\$ 500,065

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended December 31, 2020 and 2019**

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	%
Support and revenue				
Public sector contributions:				
Elkhart County	\$ 207,199	\$ -	\$ 207,199	26.72
City of Nappanee	13,421	-	13,421	1.73
Town of Middlebury	6,378	-	6,378	0.82
Town of Wakarusa	4,000	-	4,000	0.52
Contract fees:				
City of Goshen	64,492	-	64,492	8.31
City of Elkhart	105,240	-	105,240	13.57
Total public sector	<u>400,730</u>	<u>-</u>	<u>400,730</u>	<u>51.67</u>
Private sector contributions	181,271	-	181,271	23.37
Training classes	116,668	-	116,668	15.04
Investment income	2,553	-	2,553	0.33
Other income	2,218	-	2,218	0.29
Debt forgiveness income - PPP	72,200	-	72,200	9.31
Net assets released from restriction	4,406	(4,406)	-	-
Total support and revenue	<u>780,046</u>	<u>(4,406)</u>	<u>775,640</u>	<u>100.01</u>
Expenses				
Program expenses	334,482	-	334,482	43.12
Management and general	203,523	-	203,523	26.24
Fundraising expenses	71,005	-	71,005	9.15
Total expenses	<u>609,010</u>	<u>-</u>	<u>609,010</u>	<u>78.51</u>
INCREASE (DECREASE) IN NET ASSETS				
	171,036	(4,406)	166,630	<u>21.50</u>
Net assets, beginning of year	<u>446,587</u>	<u>10,477</u>	<u>457,064</u>	
Net assets, end of year	<u>\$ 617,623</u>	<u>\$ 6,071</u>	<u>\$ 623,694</u>	

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF ACTIVITIES
For the Years Ended December 31, 2020 and 2019**

	2019			
	Without Donor Restrictions	With Donor Restrictions	Total	%
Support and revenue				
Public sector contributions:				
Elkhart County	\$ 207,199	\$ -	\$ 207,199	23.42
City of Nappanee	13,421	-	13,421	1.52
Town of Wakarusa	4,000	-	4,000	0.45
Town of Bristol	3,298	-	3,298	0.37
Town of Syracuse	1,500	-	1,500	0.17
Contract fees:				
City of Goshen	40,000	-	40,000	4.52
City of Elkhart	105,240	-	105,240	11.89
Total public sector	<u>374,658</u>	<u>-</u>	<u>374,658</u>	<u>42.34</u>
Private sector contributions	234,543	5,000	239,543	27.07
Training classes	268,794	-	268,794	30.37
Interest income	1,702	-	1,702	0.19
Other income	297	-	297	0.03
Net assets released from restriction	3,620	(3,620)	-	-
Total support and revenue	<u>883,614</u>	<u>1,380</u>	<u>884,994</u>	<u>100.00</u>
Expenses				
Program expenses	511,260	-	511,260	57.77
Management and general	249,702	-	249,702	28.22
Fundraising expenses	122,124	-	122,124	13.80
Total expenses	<u>883,086</u>	<u>-</u>	<u>883,086</u>	<u>99.79</u>
INCREASE IN NET ASSETS	528	1,380	1,908	<u>0.21</u>
Net assets, beginning of year	<u>446,059</u>	<u>9,097</u>	<u>455,156</u>	
Net assets, end of year	<u>\$ 446,587</u>	<u>\$ 10,477</u>	<u>\$ 457,064</u>	

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
For the Years Ended December 31, 2020 and 2019**

	2020				2019			
	Program Expenses	Management and General	Fundraising Expenses	Total	Program Expenses	Management and General	Fundraising Expenses	Total
Salaries and wages	\$ 144,921	\$ 81,913	\$ 42,742	\$ 269,576	\$ 189,110	\$ 111,022	\$ 79,439	\$ 379,571
Payroll taxes	11,230	6,348	3,311	20,889	14,674	8,511	6,163	29,348
Employee benefits	13,580	7,677	4,004	25,261	23,686	13,903	13,903	51,492
Telecommunications	3,828	3,828	3,944	11,600	3,392	3,392	3,495	10,279
Insurance	625	5,746	-	6,371	625	5,699	-	6,324
Postage	267	334	67	668	612	175	87	874
Office expense	6,651	5,556	5,366	17,573	6,567	8,244	2,949	17,760
Software	5,565	3,895	1,669	11,129	4,739	3,318	1,422	9,479
Meals and entertainment	2,860	-	151	3,011	2,779	-	1,191	3,970
Travel	1,191	145	10	1,346	4,832	1,979	1,060	7,871
Advertising and marketing expense	24,473	-	6,118	30,591	17,588	-	4,397	21,985
Depreciation	6,842	1,684	2,000	10,526	18,867	4,644	5,515	29,026
Maintenance	2,090	2,041	729	4,860	2,154	2,104	751	5,009
Membership dues	2,962	15,523	-	18,485	2,005	22,005	-	24,010
Contributions	-	3,100	-	3,100	-	-	-	-
Training	15	-	6	21	3,801	-	1,629	5,430
Training class expense	88,362	-	-	88,362	200,230	-	-	200,230
Subscriptions	1,607	457	-	2,064	535	1,381	-	1,916
Website and newsletter	3,552	-	888	4,440	492	-	123	615
Miscellaneous expense	-	131	-	131	1,018	552	-	1,570
Rent	12,653	43,505	-	56,158	12,383	42,578	-	54,961
Cleaning	1,208	4,152	-	5,360	1,171	4,025	-	5,196
Professional fees	-	17,488	-	17,488	-	16,170	-	16,170
Total	\$ 334,482	\$ 203,523	\$ 71,005	\$ 609,010	\$ 511,260	\$ 249,702	\$ 122,124	\$ 883,086

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
STATEMENTS OF CASH FLOWS
For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Cash flows from operating activities		
Increase in net assets	\$ 166,630	\$ 1,908
Adjustments to reconcile net assets to net cash provided by operating activities		
Depreciation	10,526	29,026
Debt forgiveness income - PPP	(72,200)	-
(Increase) decrease in assets		
Pledges receivable	(6,150)	(8,100)
Training class fees receivable	6,314	(7,205)
Prepaid expenses	5,028	(244)
Increase (decrease) in liabilities		
Accounts payable	(20,547)	19,727
Accrued expenses	(2,632)	1,025
Deferred revenue	(5,941)	(1,849)
Net cash from operating activities	<u>81,028</u>	<u>34,288</u>
Cash flows from investing activities		
Purchase of property and equipment	(13,937)	(2,677)
Purchase of investments	(1,961)	(200,848)
Net cash from investing activities	<u>(15,898)</u>	<u>(203,525)</u>
Cash flows from financing activities		
Proceeds from PPP loan	<u>72,200</u>	-
Net cash from financing activities	<u>72,200</u>	-
Net change in cash and cash equivalents	137,330	(169,237)
Cash and cash equivalents, beginning of the year	<u>246,931</u>	<u>416,168</u>
Cash and cash equivalents, end of the year	<u>\$ 384,261</u>	<u>\$ 246,931</u>

The accompanying notes to financial statements are an integral part of these statements.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The following is a summary of the accounting policies adopted by the Organization that have a significant effect on the financial statements.

Nature of the Organization

The Organization was incorporated on December 28, 1995 to stimulate and improve the communities within Elkhart County through the creation of employment opportunities in both traditional manufacturing industries and in technology-based industries. The mission of the Organization is to create an economically vibrant community by recruiting, retaining, and strengthening our economic base, and being a catalyst for diversification, innovation, and economic change. This includes the continual education of the current workforce, the promotion of Elkhart County as a quality place to live and work to prospective businesses looking to either relocate or begin operations, and working with existing businesses to help them become more efficient and competitive in their respective markets. Support for the Organization comes from Elkhart County and the municipalities and business entities located within Elkhart County.

Tax status of the Organization

The Organization is a not-for-profit organization as defined under Section 501(c) (3) of the Internal Revenue Code and as such is exempt from income taxes. The Organization is not considered a private foundation.

Uncertain tax positions

The Organization has adopted the accounting for uncertainty in income tax guidance which clarifies the accounting and recognition for tax positions taken or expected to be taken in its income tax returns. The Organization does not accrue interest or penalties associated with uncertain tax positions as part of the income tax provision. Management has determined that the Organization has not taken, nor does it plan to take any tax positions that it does not believe would be fully recognized by the applicable governing tax authority. Therefore, no tax liability has been recorded for uncertain tax positions.

Basis of accounting

The financial statements of the Organization have been prepared on the accrual basis of accounting in conformance with accounting principles generally accepted in the United States of America. The Organization recognizes revenue in accordance with ASU No. 2014-09, see note 2.

Basis of presentation

The financial statements of the Organization have been prepared in accordance with the accounting principles generally accepted in the United States of America, which under ASU 2016-14 requires the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets without donor restrictions includes public and private sector contributions, training class income, and other income that is not subject to donor-imposed restrictions. From time to time the Board designates a portion of these net assets for specific purposes which makes them unavailable for use at management's discretion.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of presentation (continued)

Net assets with donor restrictions – Net assets with donor-imposed restrictions that will be met either by actions of the Organization or the passage of time, or net assets to be maintained permanently by the Organization. Items affecting this category of net assets include giving towards special projects and events that do not occur in the year of the gift.

Contributions that are restricted by the donor are reported as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends, or purpose of the restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the Statement of Activities as net assets released from restrictions.

Cash equivalents

For purposes of the statement of cash flows, the Organization considers all highly liquid debt instruments purchased with maturity of three months or less and gift certificates to be cash equivalents.

Pledges receivable

Unconditional pledges receivable are recognized as revenues or gains in the period received and as assets, decreases of liabilities, or expenses depending on the form of the benefits received. Conditional pledges receivable are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

Investments

All investments are carried at fair value in the statement of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by donors are reported as increases in unrestricted net assets if the restrictions are met (either a stipulated time period ends, or a purpose restriction is accomplished) in the reporting period in which the income and gains are recognized.

Property, equipment, and depreciation

Property and equipment are stated at cost or, in the case of donated fixed assets, at fair value at date of donation. The Organization capitalizes all expenditures over \$500 for repairs, maintenance, renewals, and betterments that materially prolong the useful lives of assets. The cost of assets retired or otherwise disposed of and the related accumulated depreciation are eliminated from the accounts in the year of disposal with any resulting gain or loss reflected in earnings. Depreciation is computed using the straight-line method over the useful lives of the property and equipment ranging from 3-10 years. Total depreciation expense for the years ended December 31, 2020 and 2019 was \$10,526 and \$29,026, respectively.

Advertising

The Organization expenses advertising costs as they are incurred. Advertising expenses for the years ended December 31, 2020 and 2019 were \$30,591 and \$21,985, respectively.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donated materials and services

Donated materials are recorded as contributions in the accompanying statements at fair market value at date of receipt. During the years ended December 31, 2020 and 2019, the Organization received various in-kind contributions. These contributions along with an expense equal to the contribution have been recognized in the Statement of Activities. These contributions include a computer support/service agreement totaling \$4,859 for both years ended December 31, 2020 and 2019. Additionally, in both years ended December 31, 2020 and 2019, the Organization received a donation of a water cooler and water for their conference room totaling \$412. In-kind contributions received totaled \$5,271 for the years ended December 31, 2020 and 2019.

The Organization pays for services requiring specific expertise. However, many individuals volunteer their time and perform a variety of tasks that assist the Organization with specific assistance programs and various committee assignments.

Functional allocation of expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited. Such allocations are determined by management on an equitable basis.

The expenses that are allocated include the following:

<u>Expense</u>	<u>Method of allocation</u>
Salaries and wages	Time and effort
Payroll taxes, employee benefits	Wages
Insurance	Function
Occupancy	Square footage
Telecommunications	Function
Depreciation	Function
Advertising	Function
Office, postage, and software	Function
Meals and entertainment, travel	Function
Membership dues, subscriptions	Function
Wage and benefit survey	Function
Miscellaneous	Function

Use of estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during that reporting period. Actual results could differ from those estimates.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 2 – REVENUE RECOGNITION

Adoption of new accounting standard

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The core principal of ASU 2014-09 is that an entity should recognize revenue to reflect the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to receive in exchange for those goods or services. In accordance with this principle, a five-step approach was established for determining the amount of revenue to be recognized and when it should be recognized. The five-step approach includes identifying the contract(s) with a customer, identifying each performance obligation in the contract, determining the transaction price, allocating the transaction price to each performance obligation, and recognizing revenue when, or as, each performance obligation is satisfied. The new guidance also requires enhanced disclosures and may require entities to make greater use of judgements and estimates than previously required under accounting principles generally accepted in the United States of America (U.S. GAAP).

The Organization adopted the new standard effective January 1, 2019, the first day of the Organization's fiscal year, using the modified retrospective approach. Under the modified retrospective approach, open contracts as of December 31, 2018 are evaluated to determine if revenue would have been recognized differently with the adoption of this new standard. If so, an adjustment is recorded to the opening balance of net assets and contract assets, accounts receivable, and contract liabilities, but the 2018 financial statements are not restated. The adoption of this standard did not result in a cumulative adjustment in the financial statements.

Revenue recognition policy

The Organization recognizes contributions from public and private sector when cash or an unconditional pledge is received. Conditional pledges are recognized only when the conditions on which they depend are substantially met and the promises become unconditional.

The Organization recognizes revenue from training classes during the year in which the related services are provided to participants. The performance obligation consists of hosting specific training classes for participants to attend. Occasionally these courses are offered in a multiple class series and the participants are required to pay for the entire series in advance. Revenue from a training class is recognized at a point in time. Revenue for multiple class series is recognized pro rata after the completion of each class in the series. Payments for training classes are usually paid prior to the class being held or billed upon completion of the class and paid within 60 days. Deposits for training classes not yet hosted are deferred revenue until the training class is completed.

Disaggregation of revenue from contracts with customers

Revenue from performance obligations satisfied over time consist of training courses offered in a multiple class series. This revenue is recognized as each training class is completed. Revenue from performance obligations satisfied at a point in time consist of training courses offered as a single class.

Various economic factors affect revenue and cash flows. Revenues are regional and are impacted by changes in the local economy. The coronavirus pandemic (COVID-19) is expected to continue to reduce the amount of training class revenue to be received in the year ended December 31, 2021. The severity of the impact of the outbreak of COVID-19 cannot be estimated at this time.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 2 – REVENUE RECOGNITION (CONTINUED)

The various revenue lines on the statement of activities includes income from contracts with customers and from other sources. The income from contracts with customers is either earned at a point in time or over time. Revenue shown on the statement of activities for the years ended December 31 are as follows:

	2020		
	Revenue from contracts with customers	Revenue from other sources	Total
Public sector contributions	\$ -	\$ 400,730	\$ 400,730
Private sector contributions	-	181,271	181,271
Training classes	116,668	-	116,668
Interest income	-	2,553	2,553
Other income	-	2,218	2,218
Debt forgiveness income	-	72,200	72,200
	\$ 116,668	\$ 658,972	\$ 775,640

	Revenue recognized over time	Revenue recognized at a point in time	Revenue from contracts with customers
Training classes	\$ 50,097	\$ 66,571	\$ 116,668

	2019		
	Revenue from contracts with customers	Revenue from other sources	Total
Public sector contributions	\$ -	\$ 374,658	\$ 374,658
Private sector contributions	-	239,543	239,543
Training classes	268,794	-	268,794
Interest income	-	1,702	1,702
Other income	-	297	297
	\$ 268,794	\$ 616,200	\$ 884,994

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 2 – REVENUE RECOGNITION (CONTINUED)

	2019		
	Revenue recognized over time	Revenue recognized at a point in time	Revenue from contracts with customers
Training classes	\$ 114,380	\$ 154,414	\$ 268,794

Performance obligations

Performance obligations related to training classes are satisfied upon completion of each individual training class. Cancellations by participants are fully refundable if notice is given 10 days prior to the class being held. Cancellations within 5-9 days are 85% refunded, and cancellations less than 5 days prior to the class being held are non-refundable. The Organization transfers control and records revenue when participants receive the service.

Variable consideration

The Organization does not offer any variable consideration.

Accounts receivable from contracts with customers

Training class fees receivable on the statements of financial position represents amounts expected to be received in exchange for services provided to their customers. As of December 31, 2020 and 2019, the Organization has performed all services and all performance obligations have been fulfilled related to these receivables. Therefore, the Organization has an unconditional right to these funds as all performance obligations have been satisfied, and thus, they are classified as accounts receivable on the balance sheet.

Contract balances

The timing of revenue recognition and cash collections results in accounts receivable and deferred revenue (contract liabilities) on the statement of financial position. Amounts are billed to participants when the class occurs and invoices are considered due on demand. The revenue related to multiple class

Contract balances (continued)

series is earned when each class in the series is completed, which creates a corresponding contract liability for amounts not yet earned.

Contract balances as of the years ended December 31, 2020 and 2019, are as follows:

	Adjusted Balance January 1, 2019	December 31, 2019	December 31, 2020
Training class fees receivable	\$ 198	\$ 7,403	\$ 1,089
Deferred revenue	\$ 16,729	\$ 14,880	\$ 8,939

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 2 – REVENUE RECOGNITION (CONTINUED)

Revenue recognized for the years ended December 31, 2020 and 2019 that was included in the contract liability balance at the beginning of each year was \$16,729 and \$14,880, respectively.

NOTE 3 – LOCAL GRANT AWARDS

The Organization has not received any federal funding for the years ended December 31, 2020 and 2019. Local funds received are detailed under public sector contributions on the statements of activities. The public section contributions agree to the Entity Annual Report (E-1) filed by the Organization. Reconciliation of entity disbursements reported on E-1 is as follows:

	<u>2020</u>	<u>2019</u>
E-1 reported total disbursements	\$ 633,434	\$ 873,100
Depreciation adjustment	(14,836)	609
In-kind donations	5,271	5,271
Miscellaneous adjustments	(14,859)	4,106
	<u>\$ 609,010</u>	<u>\$ 883,086</u>

NOTE 4 – INVESTMENTS

Investments consist entirely of certificates of deposits with terms varying from seven to twelve months. Investments held by the Organization totaled \$202,809 and \$200,848 at December 31, 2020 and 2019, respectively. Investment income is comprised entirely of dividends and interest, and totaled \$2,553 and \$1,702 for the years ending December 31, 2020 and 2019, respectively.

NOTE 5 – FAIR VALUE MEASUREMENT

The Organization follows the provisions of ASC Topic, “*Fair Value Measurements*” which applies to all assets and liabilities that are being measured and reported at fair value. This topic establishes a framework for measuring fair value in accordance with accounting principles generally accepted in the United States of America, and expands disclosure about fair value measurement. Under accounting principles generally accepted in the United States of America, fair value refers to the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. It clarifies the principle that fair value should be based on the assumptions market participants would use when pricing the asset or liability. This standard enables the reader of the financial statements to assess the inputs used to develop those measurements by establishing a hierarchy for ranking the quality and reliability of the information used to determine the fair values.

Observable inputs are inputs that market participants would use in pricing the asset or liability based on market data obtained from independent sources. Unobservable inputs reflect assumptions that market participants would use in pricing the asset or liability based on the best information available in the circumstances. Inputs are used in applying the various valuation techniques and broadly refer to the assumptions that market participants use to make valuation decisions, including assumptions about risk.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 5 – FAIR VALUE MEASUREMENT (CONTINUED)

Inputs may include price information, volatility statistics, specific and broad credit data, liquidity, and other factors.

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. However, the determination of what constitutes "observable" requires significant judgment by management. Economic Development Corporation of Elkhart County, Inc. considers observable data to be market data that is readily available, regularly distributed or updated, reliable and verifiable, not proprietary, and provided by independent sources that are actively involved in the relevant market. The categorization of a financial instrument within the hierarchy is based upon the pricing transparency of the instrument and does not correspond to Economic Development Corporation of Elkhart County, Inc.'s perceived risk of that instrument.

The standard requires that assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

Level 1 – Pricing inputs are quoted prices in active markets for identical assets or liabilities. A quoted price for an identical asset or liability in an active market provides the most reliable fair value measurement because it is directly observable to the market.

Investments whose values are based on quoted market prices in active markets, and are therefore classified within Level 1, include actively traded equities, certain U.S. government and sovereign obligations, and certain money market securities.

Level 2 – Pricing inputs are other than quoted prices in active markets for identical assets, but the inputs are either directly or indirectly observable. Quoted prices are available but the assets are traded less frequently and thus valuation is accomplished using similar securities, the parameters of which can be directly observed.

Investments classified as Level 2 trade in markets that are not considered to be active, but are valued based on quoted market price, dealer quotations or alternative pricing sources supported by observable inputs are classified within Level 2. These generally include certain U.S. government and sovereign obligations, most government agency securities, investment grade corporate bonds, certain mortgage products, certain bank loan and bridge loans, less liquid listed equities, state, municipal and provincial obligations, most physical commodities and certain loan commitments. As Level 2 investments include positions that are not traded in active markets and/or subject to transfer restrictions, valuations may be adjusted to reflect liquidity and/or non-transferability, which are generally based on available market information.

Level 3– Pricing inputs are not observable in the market. Thus, valuation is accomplished using management's best estimate of fair value, with inputs into the determination of fair value that require significant management judgment or estimation.

Investments classified within Level 3 have significant unobservable inputs, as they trade infrequently or not at all. Level 3 instruments include private equity and real estate

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 5 – FAIR VALUE MEASUREMENT (CONTINUED)

investments, certain bank loans and bridge loans, less liquid corporate debt securities (including distressed debt instruments), collateralized debt obligations, and less liquid mortgage securities (backed by either commercial or residential real estate). Within Level 3, the use of market approach generally consists of using comparable market transactions, while use of the income approach generally consists of the net present value of estimated future cash flows, adjusted as appropriate for liquidity, credit, market and/or other risk factors.

The inputs used in estimating the fair value of Level 3 investments include the original transaction price, recent transactions for the same or similar instruments, completed or pending third-party transactions in the underlying investment or comparable issuers, subsequent rounds of financing, recapitalizations and other transactions across the capital structure, offerings in the equity or debt capital markets, and changes in financial ratios or cash flows. Level 3 investments may also be adjusted to reflect illiquidity and/or non-transferability, with the amount of such discount estimated in the absence of market information. The fair value measurement of Level 3 investments does not include transaction costs as an input, although those costs may have been capitalized as part of the security's cost. Due to the lack of observable inputs, the assumptions used may significantly impact resulting fair value and, therefore, the amounts reported in the accompanying financial statements.

The following table sets forth by level and major classification, within the fair value hierarchy, the Organization's investments as of December 31, 2020 and 2019:

		2020			
		<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Certificates of deposit		\$ 202,809	\$ -	202,809	\$ -
		<u>\$ 202,809</u>	<u>\$ -</u>	<u>\$ 202,809</u>	<u>\$ -</u>
		2019			
		<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Certificates of deposit		\$ 200,848	\$ -	200,848	\$ -
		<u>\$ 200,848</u>	<u>\$ -</u>	<u>\$ 200,848</u>	<u>\$ -</u>

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in values of investments will occur in the near term and that such changes could materially affect the amounts reported in the statements of financial position and statements of activities.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 6 – FINANCIAL ASSETS AND LIQUIDITY RESOURCES

As of December 31, 2020 and 2019, financial assets and liquidity resources available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise the following:

	<u>2020</u>	<u>2019</u>
Financial assets:		
Cash and cash equivalents	\$ 384,261	\$ 246,931
Pledges receivable	15,250	9,100
Training class fees receivable	1,089	7,403
Investments	<u>202,809</u>	<u>200,848</u>
Total financial assets available within one year	603,409	464,282
Liquidity resources:		
Bank line of credit	<u>100,000</u>	<u>100,000</u>
Total financial assets and liquidity resources available within one year	<u>\$ 703,409</u>	<u>\$ 564,282</u>

The Organization's goal is to maintain financial assets to meet 180 days of operating expenses in cash reserves (approximately \$300,000).

NOTE 7 – LINE OF CREDIT

The Organization entered into a line of credit agreement in August 2019 with a bank expiring in September 2021. The agreement allows the Organization to borrow up to a maximum of \$100,000 and contains an interest rate equal to the bank's prime lending rate but not below a floor rate of 5%. The rate at December 31, 2020 and 2019 was 5%. The line of credit was collateralized by substantially all assets of the Organization. The line of credit was subject to certain nonfinancial covenants. The Organization was in compliance with covenants. As of December 31, 2020 and 2019, there was no outstanding balance.

NOTE 8 – RETIREMENT PLAN

The Organization offers a Savings Incentive Match Plan (SIMPLE). All employees are eligible to participate in this plan immediately. Participants can elect to contribute up the maximum amount allowed under a SIMPLE plan and the Organization has agreed to match up to 3% of an employee's gross wages. Retirement plan expenses totaled \$0 for the years ended December 31, 2020 and 2019.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 9 – OPERATING LEASE AGREEMENTS

On October 2017 the Organization signed a five-year lease extension, with one five year option remaining on the original lease for monthly lease payments of \$4,454 to be adjusted each December for CPI at that time. This monthly lease payment increased to \$4,528, \$4,585, and \$4,688 in years one, two, and three, respectively, and did not change in year four. Future minimum lease payments required under this agreement as of December 31, 2020 are as follows:

	<u>Real Estate</u>
2021	56,256
2022	56,256
2023	4,688
	<u>\$ 117,200</u>

Total rental expense for these facilities included in the statement of activities is \$56,158 and \$54,961 for the years ended December 31, 2020 and 2019, respectively.

During 2016 the Organization entered into a non-cancelable lease for a copy machine. This lease required monthly payments of approximately \$175 and expired in 2020. In April 2020, the Organization entered into a non-cancellable lease for a copy machine. This new lease requires monthly payments of approximately \$208 starting in July 2020 and expires in October 2025. Total lease expense incurred was \$2,813 and \$2,100 for the years ended December 31, 2020 and 2019, respectively. The future minimum lease payments required under this agreement as of December 31, 2020 are as follows:

	<u>Copier</u>
2021	\$ 2,500
2022	2,500
2023	2,500
2024	2,500
2025	1,875
	<u>11,875</u>

NOTE 10 – CONCENTRATION OF CREDIT RISK

Financial instruments that potentially subject the Organization to concentrations of credit risk consist principally of temporary cash investments.

The Organization maintains its cash balances in one financial institution. The balances are insured by the Federal Deposit Insurance Corporation up to \$250,000. The Organization's uninsured cash balances totaled \$75,538 and \$23,854 at December 31, 2020 and 2019, respectively.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 11 – RESTRICTIONS ON NET ASSETS

Net assets of the Organization consisted of the following for the years ended December 31, 2020 and 2019:

	<u>2020</u>	<u>2019</u>
Net assets with donor imposed restrictions		
Labor shed study	\$ 4,097	\$ 4,097
Class sponsorship	1,974	6,380
	<u>6,071</u>	<u>10,477</u>
Net assets without donor imposed restrictions	617,623	446,587
Total net assets	<u>\$ 623,694</u>	<u>\$ 457,064</u>

Net assets released from net assets with donor restrictions for the years ended December 31, 2020 and 2019 are as follows:

	<u>2020</u>	<u>2019</u>
Satisfaction of purpose restrictions		
Training class sponsorship	\$ 4,406	\$ 3,620

NOTE 12 – PAYCHECK PROTECTION PROGRAM LOAN

Congress created the Paycheck Protection Program (“PPP”) as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, P.L. 116-136. The legislation authorized the Treasury to use the U.S. Small Business Administration’s (“SBA”) small business lending program to fund loans to qualifying businesses to cover payroll, mortgage interest, rent, and utilities. The forgivable loans were designed to help support organizations facing economic hardship created by the coronavirus pandemic and assist them in continuing to pay employee salaries. PPP loan recipients can have their loans forgiven in full if the funds are used for eligible expenses and certain other criteria are met.

The company obtained a PPP loan for \$72,200 in April 2020 and has utilized all funds as of December 31, 2020. The company has been granted forgiveness for the entire loan balance and has elected FASB ASC 958-605 to recognize the PPP funds as income as the conditions of release have been substantially met.

NOTE 13 – RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*, which provides guidance on the recognition, measurement, presentation, and disclosure of leases. This new accounting standard requires that an entity recognizes the right to use the leased assets and a liability for the corresponding lease obligation on its balance sheet for leases in excess of one year that were previously classified as operating leases under U.S. GAAP. The standard also requires entities to disclose information about the amount, timing, and uncertainty for the payments made for the lease agreements in the footnotes to the financial

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
NOTES TO FINANCIAL STATEMENTS
December 31, 2020 and 2019**

NOTE 13 – RECENTLY ISSUED ACCOUNTING PRONOUNCEMENTS (CONTINUED)

statements. The Organization is currently evaluating how the adoption of ASU 2016-02 will impact its financial position and results of operations. The guidance will be effective for the Organization's reporting period beginning January 1, 2022.

NOTE 14 – SUBSEQUENT EVENTS

The Organization has evaluated subsequent events through June 1, 2021, the date which the financial statements were available to be issued. As a result of the ongoing COVID-19 pandemic in the United States, economic uncertainties continue which are likely to negatively impact the Organization's revenue. The severity of the impact of the outbreak of COVID-19 cannot be estimated at this time. The Organization secured \$52,075 in funds from the Paycheck Protection Program from the Small Business Administration in April 2021.

**ECONOMIC DEVELOPMENT CORPORATION
OF ELKHART COUNTY, INC.
SCHEDULES OF REVENUE COLLECTED (CASH BASIS)
For the Years Ended December 31, 2020 and 2019**

	<u>2020</u>	<u>2019</u>
Support and revenue		
Public sector contributions:		
Elkhart County	\$ 207,199	\$ 207,199
City of Nappanee	13,421	13,421
Town of Middlebury	6,378	-
Town of Wakarusa	4,000	4,000
Town of Bristol	-	3,298
Town of Millersburg	-	-
Town of Syracuse	-	1,500
Contract fees:		
City of Goshen	64,492	40,000
City of Elkhart	105,240	105,240
Total public sector	<u>400,730</u>	<u>374,658</u>
Private sector contributions	170,345	226,172
Training classes	116,546	259,740
Other income	2,218	-
Debt forgiveness income - PPP	72,200	-
Special purpose contributions	-	297
Interest income	<u>2,553</u>	<u>1,702</u>
Total revenue collected	<u>\$ 764,592</u>	<u>\$ 862,569</u>

2021 Tentative E



Revenue	2021 Proposed
Public Funding	405,200.00
Private Funding	150,000.00
Utilities	20,000.00
Sponsorships	\$10,000.00
New Monies	20,000.00
Training Classes (Gross)	115,000.00
Grants	10,000.00
Wage and Benefit Income	0.00
Miscellaneous	2,000.00
Fiber Referrals	18,000.00
Interest Income (CD's)	2,800.00
Total Revenue all categories	753,000.00

Expense Description	2021 Proposed
Salaries	329,221.00
Payroll Taxes	22,950.00
Insurance - Health	55,799.00
Simple IRA Match	10,000.00
Auto Allowance	0.00
Mileage Reimbursement	3,000.00
Employee Search	0.00
Other Employee Expenses	0.00
Total Employee Expenses	420,970.00
Telephone & Internet	16,000.00
Postage	1,500.00
Office Supplies and Equipment	16,000.00
Training Class Expense	2,000.00
Software	10,000.00
Insurance - Director's Liability	4,000.00
Equipment Maintenance	500.00
Rent	61,000.00
Cleaning Service	6,000.00
Utilities	5,000.00

Total Office Expenses	122,000.00
Advertising and Marketing	32,000.00
Website	5,000.00
Meals and Entertainment	4,000.00
Travel, Lodging, Parking	5,000.00
Michiana Regional EDC	15,000.00
Other Meeting Expenses	2,500.00
Total Advertising & Marketing Expenses	63,500.00
Accounting	21,000.00
Legal	1,000.00
Other	0.00
Total Professional Expenses	22,000.00
Depreciation	0.00
Miscellaneous	1,000.00
Memberships and Conferences	3,500.00
Subscriptions	2,000.00
Training and Webinars	6,000.00
Manufacturing Week	0.00
Interest Expense	30.00
Credit Card Fees	0.00
Wage and Benefit Expenses	0.00
Contract Services	0.00
Training Classes	102,000.00
Newsletter & Communications	5,000.00
Laborshed Study	0.00
Capital Expenditures	5,000.00
Strategic Plan Update	0.00
Total Miscellaneous Expenses	124,530.00
Total Year-End Expenses	753,000.00

Economic Development Corporation of Elkhart County

2021 Board of Directors

- Jeff Beachy
- David Birky
- Adam Bujalski
- Bill Burton – President
- Mary Cripe
- Brian Dickerson
- Rhett Fisher
- Scott Ford
- Rick Gentle - Treasurer
- Mike Holloway
- Phil Jenkins
- Levon Johnson
- Nick Kieffer
- Jeff Kitson
- Holly Landis
- John Letherman
- Carl Risk
- Rod Roberson
- Lori Stanger
- Mike Stump
- Jeremy Stutsman
- Suzie Weirick
- Jack Welter – Secretary
- Clark Warner
- Jim Winkler
- Mike Yoder
- Chris Stager



**Legal Department
CITY OF GOSHEN**

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

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

November 22, 2021

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Amend Uniform Service Contract with Wildman Business Group, Inc.

The City entered into a Contract with Wildman Business Group, Inc. dated September 11, 2017 to provide a Uniform Service for City employees for the unit cost amounts in accordance with the Supplier's itemized quote and based on the quantities required by the City.

The Contract allows for two (2) additional two (2) year terms under the same terms and conditions.

The City desires to renew the term of the Contract for the third two (2) year term from January 1, 2022 through December 31, 2023.

The City has asked, and Wildman has agreed, to add to the scope of services under this amended agreement uniforms for the Parks and Recreation Department's 6-person team. Also added to the scope of services is entryway mat services to the Annex Building, City Hall, Police and Courts Building, and the Utilities Building. This service will begin November 30, 2021.

All other terms and conditions of the September 11, 2017 Contract remaining the same.

Permission is request to enter into this Contract Amendment with Wildman Business Group, Inc. and for Mayor Stutsman to execute the same.

Suggested Motion:

Move to approve the attached Agreement Amendment with Wildman Business Group, Inc and authorize Mayor Stutsman to execute the same.

AMENDMENT NO. 3

Uniform Service Solicitation Quote No. Q17-04-009

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Wildman Business Group, Inc** (“Supplier”), whose mailing address is 800 S Buffalo Street, Warsaw, IN 46580, 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 Supplier entered into an Agreement on September 11, 2017 for Supplier to provide a Uniform Service for City employees for the unit cost amounts in accordance with the Supplier’s itemized quote for Uniform Service, Solicitation No. Q17-04-009 and based on the quantities required by the City.
- (B) City desires to contract with Supplier and Supplier agrees to renew the term of the Contract for a third and final two (2) year term 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. Scope

The Agreement shall be amended by adding the following Duties:

- (A) Supplier shall provide City uniform services and other supplies to the Parks and Recreation Department’s 6-member team at the start of this term, more specifically January 1, 2022 and end December 31, 2023. Supplier will provide Parks and Recreation Department uniform pieces as follows:
 - 1. For each of the six (6) members, Supplier will provide a count of eleven (11) each pants, short-sleeved t-shirts and long-sleeved t-shirts (seasons to dictate). Also to be provided by Supplier are hooded sweatshirts (count to be determined), and one (1) lined jacket. Emblems, logos and names, screen printed or embroidered, to be determined.
- (B) Supplier shall provide City mat services to the Annex Building, City Hall, Police and Courts Building, and Utilities Building. The mats services shall begin on November 30, 2021 and continue through this term ending December 31, 2023. (See Addendum attached as Exhibit A.)

Section 2. 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 two-year term, to start January 1, 2022 and terminate on December 31, 2023.

Section 3. 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 4. 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

Wildman Business Group, Inc

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed Name

Title

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

November 22, 2021

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Agreement with Eaton Corporation for the Evaluation of breakers for the purpose of reconditioning.

On behalf of the Engineering department attached for the Board's approval and authorization for the Mayor to execute is an agreement with Eaton Corporation for the evaluation of five (5) old breakers recently replaced by the waste water treatment plant for the purpose of reconditioning. Should the evaluation determine that the breakers can be reconditioned, WWTP intends on keeping these breakers as emergency replacements should the need ever arise. Eaton will be paid \$1,120.00 per breaker with a total sum of \$5,600.00 and this expense will be applied to the reconditioning expenses should the City proceed in that direction.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the evaluation of five (5) breakers for the purpose of reconditioning with the total cost being \$5,600.00 and said costs to be applied to any expenses for reconditioning in the future.

AGREEMENT

Evaluation on Five (5) DS Breakers for the Purpose of a Reconditioning Proposal

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Eaton Corporation** (“Contractor”), whose mailing address is 210 Windy Point Drive, Glendale Heights, IL 30139, 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 services for to perform an evaluation on five (5) DS breakers and provide a proposal for reconditioning, which services are more particularly described in Contractor’s November 8, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (C) Contractor shall complete all Duties within ninety (90) calendar days of the date of the notice to proceed.

Section 3. Compensation

- (A) City agrees to compensate Contractor as follows for performing all Duties:
 - One (1) Switchgear Modernization DS-206Not-to-Exceed \$1,120.00
 - Two (2) Switchgear Modernization DS-416.....Not-to-Exceed \$2,240.00
 - One (1) Switchgear Modernization DS-420Not-to-Exceed \$1,120.00
 - One (1) Switchgear Modernization DS-632Not-to-Exceed \$1,120.00
- (B) The costs for this stage of the proposal will be applied to any costs for reconditioning of the breakers should City decide to recondition.

Section 4. Payment

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

City of Goshen
c/o Goshen 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 services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

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

local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Eaton Corporation
Electrical Services & Systems Division
210 Windy Point Drive
Glendale Heights, IL 60139

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

Eaton Corporation

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



Powering Business Worldwide

Eaton Corporation
Electrical Services & Systems Division
210 Windy Point Dr.
Glendale Heights, IL 60139
Cell: 630-373-1652
Email: PaulCreech@Eaton.com

11/18/2021

PROPOSAL

TO: Bryce Gast
City of Goshen

RE: **Negotiation Number: CGK4-210916-01-PC**
Subject: Goshen Breaker Evaluations
Jobsite Location: Goshen, IN

Eaton's Electrical Services & Systems (EESS) is pleased to provide the following proposal for the work scope described herein:

SCOPE OF WORK

Eaton's Electrical Services & Systems will provide the necessary field service personnel, tools, materials and approved test equipment to perform the following work on:

- Eaton will perform an evaluation on 5 DS breakers and provide a proposal for reconditioning.

A detailed report of all findings and test results will be provided.

PRICING

To provide the services as described above, Eaton Corporation would charge:

Pricing on the next page:

CLARIFICATIONS AND EXCEPTIONS

- Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**
- This proposal will go towards any reconditioning costs of the breakers.
- EESS will initiate minor corrective actions to equipment to facilitate repairs to the equipment; however, any parts/materials identified during the inspection requiring replacement, such as control power module, fuses, etc., will be submitted on a separate proposal with cost.
- Eaton has not included any applicable sales tax in this proposal

SAFETY TRAINING OF EESS FIELD PERSONNEL

- All EESS field personnel received training to comply with OSHA CFR 1910.269 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts).

PROCESS ADJUSTMENTS

- This proposal was prepared based upon EESS understanding of the documentation and discussions listed in EESS Scope of Work. If a change to the system functionality, hardware and/or software is to be used, or work scope is

presented to EESS, then EESS will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the system or work additions or subtractions.

- Work related to the changes will not begin until the impact is mutually agreed upon by customer and EESS.

PROPRIETARY AND CONFIDENTIAL INFORMATION

- This submittal contains Eaton proprietary and confidential information, which may only be used by the addressee to evaluate and respond to this submittal. By accepting this submittal from Eaton, the addressee agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

TERMS AND CONDITIONS

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 dated September 1, 2021. This offer is valid for 30 days from date of issue unless otherwise extended, modified or withdrawn, in writing, by Eaton Corporation. Payments are due and payable net within thirty (30) days from the date of each invoice.

To accept this proposal, please:

1. Reference: **CGK4-210916-01-PC**
2. Issue a purchase order to **EATON CORPORATION**
 - Email purchase order to PaulCreech@Eaton.com

A HARDCOPY OF THE PURCHASE ORDER MUST BE RECEIVED BY EESS PRIOR TO SERVICE BEING SCHEDULED.

Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely,

Paul Creech (CGK4)

Paul Creech (CGK4)

PaulCreech@Eaton.com

630-373-1652

Service Sales Engineer

Eaton Corporation

Electrical Services and Systems Division



Detail Bill of Material

Project Name: Goshen Reconditioned Breakers
General Order No:

Negotiation No: CGK40916X1K1
Alternate No: 0000

Item No.	Qty	Product	Description	Unit	Quote Price	Extended Quote
	1	Switchgear Modernization	Breaker Reconditioning, DS-206		\$1,120.00	\$1,120.00

Catalog No T&E

Catalog No	Qty	List of Materials
T&E	1	Breaker Test & Evaluation: DS-206, Manually Operated, Non-Fused

Item No.	Qty	Product	Description	Unit	Quote Price	Extended Quote
	2	Switchgear Modernization	Breaker Reconditioning, DS-416		\$1,120.00	\$2,240.00

Catalog No T&E

Catalog No	Qty	List of Materials
T&E	1	Breaker Test & Evaluation: DS-416, Manually Operated, Non-Fused

Item No.	Qty	Product	Description	Unit	Quote Price	Extended Quote
	1	Switchgear Modernization	Breaker Reconditioning, DS-420		\$1,120.00	\$1,120.00

Catalog No T&E

Catalog No	Qty	List of Materials
T&E	1	Breaker Test & Evaluation: DS-420, Electrically Operated, Non-Fused

Item No.	Qty	Product	Description	Unit	Quote Price	Extended Quote
	1	Switchgear Modernization	Breaker Reconditioning, DS-632		\$1,120.00	\$1,120.00

Catalog No T&E

Catalog No	Qty	List of Materials
T&E	1	Breaker Test & Evaluation: DS-632, Electrically Operated, Non-Fused

Eaton Selling Policy 25-000 applies.

All orders must be released for manufacture within 90 days of date of order entry. If approval drawings are required, drawings must be returned approved for release within 60 days of mailing. If drawings are not returned accordingly, and/or if shipment is delayed for any reason, the price of the order will increase by 1.0% per month or fraction thereof for the time the shipment is delayed.

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.



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

November 22, 2021

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Agreement with Design Group International for consulting services on organizational, visional, and workload management planning for the Department of Environmental Resilience.

Attached for the Board's approval and authorization for the Mayor to execute is an agreement with Design Group International for consulting services on organizational, visional, and workload management planning for the Department of Environmental Resilience. Design Group International will be paid 8,750.00 for these for the services.

Suggested Motion:

Approve and authorize the Mayor to execute the agreement with Design Group International for consulting services on organizational, visional, and workload management planning for the Department of Environmental Resilience at a cost of \$8750.00.

AGREEMENT

Consultation Services to Facilitate an Organizational Visioning and Work Prioritizing Process for the Department of Environmental Resilience

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Design Group International, Inc** (“Consultant”), whose mailing address is P.O. Box 776756, Chicago, IL 60677-6756, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Consultant Duties

Consultant shall provide City the services for the consultation services, which services are more particularly described in Consultant’s November 11, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Consultant shall complete all Duties by March 31, 2022, unless otherwise terminated by either party in accordance with the terms and conditions of the agreement.

Section 3. Compensation

- (A) City agrees to compensate Consultant the sum of \$8,750 for performing all Duties and will not exceed this sum.
- (B) City will be invoiced in four (4) equal installments beginning December 2021 and each month thereafter through March 2022.

Section 4. Payment

- (A) Payment shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Department of Environmental Resilience
410 W. Plymouth Ave
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) 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, including electronic files, as instruments of professional service (collectively "Documents") prepared by Consultant or Consultant's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Consultant

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

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.
- (B) It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred
- (C) Consultant may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
 - (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Consultant becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

- (5) A receiver, trustee, or similar official is appointed for Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 15. Termination

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

Section 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

Consultant: Design Group International, Inc
Attn: Rose Shelter, Senior Consultant
PO Box 776756
Chicago, IL 6677-6756

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Consultant

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

Design Group International, Inc

Jeremy P. Stutsman, Mayor

Lon L. Swartzentruber, CEO

Date Signed: _____

Date Signed: _____



DESIGN GROUP
International™

1.877.771.3330 | Fax: 1.888.845.9996
Itbegins@DesignGroupIntl.com | www.DesignGroupIntl.com

**DEPARTMENT OF ENVIRONMENTAL RESILIENCE,
CITY OF GOSHEN**

**ORGANIZATIONAL VISIONING AND
WORKLOAD MANAGEMENT PLANNING**

CLIENT CONSULTING AGREEMENT

18 November 2021

Prepared by:
Rose Shetler
Senior Consultant

Client Consulting Agreement

This Client Consulting Agreement ("Agreement") is made and effective 18 November 2021.

BETWEEN: Design Group International, Inc. (the "Consultant"), a corporation organized and existing under the laws of Wisconsin, with its main office located at: 170 Crestwood Court, Sheboygan Falls, WI 53085 USA

AND: Department of Environmental Resilience, City of Goshen (the "Organization"), an organization with its main office located at: Rieth Interpretive Center, 410 W. Plymouth Ave., Goshen, IN 46526

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. CONSULTATION SERVICES

The Organization hereby retains the Consultant to perform the following services in accordance with the terms and conditions set forth in this Agreement, namely, to provide professional counsel to facilitate an organizational visioning process and a work prioritization process. The Consultant will support the Director of Environmental Resilience and his team to co-create a workload management plan. Specific details of the consultation service can be found in the indented section that follows:

Why form an Agreement with Design Group International, Inc.?

- 📌 Design Group International, Inc. works alongside organizations and their leaders to transform for a vibrant future. By taking a posture of listening, Design Group International's process consultants seek to help uncover activities and process that support the learning of their clients, moving them forward to clarity in their mission, vision, and values, and co-creating strategies to achieve their purposes and desired outcomes.
- 📌 Background: The Department of Environmental Resilience is a relatively new department of The City of Goshen. It was established two years ago "... to help promote and protect the public health, safety and general welfare of the community, to enhance and protect the environment, to promote economic development and to promote the planting, maintenance and removal of trees within the City of Goshen..." When recommending the creation of the department, Mayor Jeremy Stutsman stated, "For many years, Goshen has been a leading community, not because we have all the answers but because we are bold and have the foresight to take the long view. We now need to find additional ways to better our physical environment and make our budgets even more efficient." The Department of Environmental Resilience is tasked with helping the City of

Goshen's other departments in accomplishing goals related to green efforts, data collection, education, and efficiencies both environmental and financial. [\(from website\)](#)

- 🗨️ Aaron Sawatsky-Kingsley, Director of Environmental Resilience, and the Department of Environmental Resilience are tasked with helping the City of Goshen “change the way it operates.” He named responding to climate change as one of the pressing issues. They hope to convey to City employees and community members the importance of paying attention to the climate change science and inspire them to make meaningful changes in their practices thereby reducing the negative impacts of climate change.
- 🗨️ Aaron also recognizes that positive relationships and good communication with employees and constituents are essential. He has identified the need for specific preparation to be done within the Department of Environmental Resilience with workload management as a principal need to be addressed.

Who is involved in this process?

- 🗨️ Aaron Sawatsky-Kingsley authorizes, supervises and decides upon this work, and is responsible for payment of this Agreement.
- 🗨️ The Board of Works will approve this Agreement to be initiated.
- 🗨️ Rose Shetler, Senior Consultant with DGI, will serve as the primary contact and project manager for the work of this Agreement. Deanna Rolffs, Senior Consultant, DGI, will also be involved in the work of this Agreement.
- 🗨️ Rose and Deanna will support Aaron in engaging others in the Department of Environmental to meet the outcomes of this Agreement.

The contact information for the responsible parties is as follows:

Department of Environmental Resilience, City of Goshen

Aaron Sawatsky-Kingsley
Director of Environmental Resilience
Rieth Interpretive Center
410 W. Plymouth Ave.
Goshen, IN 46526
(574) 534-0076
aaronkingsley@goshencity.com

Billing Contact:

Aaron Sawatsky-Kingsley
Director of Environmental Resilience
Rieth Interpretive Center
410 W. Plymouth Ave.
Goshen, IN 46526
(574) 534-0076
aaronkingsley@goshencity.com

Design Group International, Inc.

Rose Shetler
Senior Consultant

For payment purposes only:

PO Box 776756
Chicago, IL 60677-6756
574.536.1612
roses@designgroupintl.com




What outcomes and deliverables are expected?

- 📌 Aaron Sawatsky-Kingsley has requested specific support in the following areas:
 - Articulate the department's mission, vision, and core values.
 - Prioritize the work of the department (including that which is outlined in the Climate Action Plan and the broader comprehensive plan of the City of Goshen) and create a workload management plan.
- 📌 Rose and Deanna will co-create with Aaron and then facilitate a process with the Department of Environmental Resilience to articulate and bring consensus for the department's organizational Mission, Vision, and Core Values statements.
- 📌 Rose and Deanna will support Aaron and the Department of Environmental Resilience in determining how to prioritize and manage their work.
- 📌 Sensitivity is given to the history, culture, perspective, and power dynamics of the Department of Environmental Resilience and the City of Goshen.







When are the key dates for this process?

- 📌 14 September 2021 -- Rose and Deanna provide the first iteration of the Client Consulting Agreement Proposal Outline to Aaron for his and his designee's review, refinement, and consideration.
- 📌 17 September 2021 -- Rose and Deanna will make any necessary changes to the Proposal Outline for final approval by Mayor Jeremy Stutsman and the Board of Works to initiate this Agreement.
- 📌 When the Proposal Outline is satisfactory and approved, a formal Client Consulting Agreement will be presented. The work of the Agreement will begin upon approval and signature by both parties.
- 📌 Support will begin upon signature and conclude on 31 March 2022, or when the objectives of this Agreement are met.
- 📌 Planning sessions, meetings, and facilitated sessions will be scheduled in advance according to the availability of clients and consultants.

WHERE does this take place?

-  The work of this Agreement will take place via Zoom or in-person as appropriate.
-  On-site facilitation will be co-determined based on the recommendations of current CDC and the Elkhart County Health Department guidelines regarding the Covid-19 pandemic.
-  Phone calls and email will be utilized as needed and appropriate throughout the process.

How will we proceed?

-  Rose and Deanna will co-create with Aaron a process to articulate the Department of Environmental Resilience's Mission, Vision, and Core Values (MVV) statements in strategic alignment with the City of Goshen by
 - o facilitating mission and visioning exercises
 - o values-mapping
-  Rose and Deanna will support Aaron and the Department of Environmental Resilience in determining how to prioritize their work including that which is outlined in the Climate Action Plan and the broader comprehensive plan of The City of Goshen using
 - o urgent/important and effort/impact matrices
 - o process-mapping and workflow management and sequencing
-  Rose, Deanna, Aaron, and his designees will co-plan appropriate meetings, thought partner sessions, and facilitated team development opportunities to complete the work outlined (found in the "What" section of this proposal).
-  Aaron will provide Rose and Deanna with historical, foundational documents for review and assessment in preparation of the work of this Agreement, including the Climate Action Plan, the comprehensive plan for the City of Goshen, any pertinent past or current planning documents, and/or policy guides.
-  It is estimated that the work of this agreement will include monthly, multiple-hour, planning, preparation, and facilitation sessions with Aaron and his designees to design, plan and complete the objectives of this Agreement.
-  A full copy of this Agreement will be sent via PDF to roses@designgroupintl.com and carib@designgroupintl.com and will be held in the Organization's permanent file. The Organization will be emailed invoices from the Consultant's accountant, Beene Garter, as outlined below.

Pricing related to this Agreement:

© Design Group International, Inc. All rights reserved. This document is solely for the use of Design Group International, Inc. and only the signature of a Senior Design Partner makes it valid. Any other use of this document, wholly or in part, is expressly not authorized.

- 🔒 The total price for this Agreement is \$8,750 in United States currency.
 - The above pricing has been reduced by \$3,500 in honor of Consultant's existing relationship with the City of Goshen and in support of the mission of the Department of Environmental Resilience.
- 🔒 Four (4) payments of \$2,187.50 will be billed by email and are due within 45 days in December 2021 through March 2022. Total cost of this Agreement is not to exceed \$8,750.
- 🔒 All pricing related to this Agreement is comprehensive including travel, phone, video conferencing technology, and support services.

2. TERMS OF AGREEMENT

This Agreement will begin upon signature, and will conclude on 31 March 2022, or when the objectives of this Agreement are met. Either party may cancel this Agreement with a sixty-day notice to the other party in writing, by certified mail or personal delivery. However, it is the intention of both parties to make reasonable efforts to discuss, prevent, and resolve any misunderstandings in order to avoid cancellation of this Agreement.

3. CONFIDENTIAL INFORMATION

The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this Agreement, which concerns the personal, financial or other affairs of the Organization will be treated by the Consultant in full confidence and will not be revealed to any other firms or organizations.

4. OWNERSHIP OF INTELLECTUAL PROPERTY AND DELIVERABLES

Each party to this Agreement will retain all rights over intellectual property it owns or develops prior to, during or following the dates of this Agreement. The Organization shall own all rights, title and interest in the deliverables of this Agreement, provided it has paid all compensation to the Consultant. The

Consultant will retain all rights, title and interest in its information, expertise, methods, processes, data, and all other development tools it brings to its services and in producing the deliverables of this Agreement.

5. INDEMNIFICATION

Each party agrees that it will indemnify the other party against all claims, actions, damages, losses, liabilities, and expenses, including reasonable attorney's fees, which are incurred by reason of its negligence or breach of this Agreement.

6. AUTHORIZATION

Each party represents that it has the requisite authority to enter into this Agreement. Each party represents that the individual(s) signing this Agreement on behalf of each party have the authority to do so.

7. STATUS OF CONSULTANT

It is understood and intended that Consultant will act in the capacity of an independent contractor in rendering services under this Agreement. Under no circumstances shall Consultant be considered a regular, full-time or part-time employee. Consultant acknowledges that to the extent required by law, Consultant is responsible for the reporting and payment of all Federal, State and Local taxes which may be due as the result of or in any way connected with the services rendered under this Agreement.

Signature section on next page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.¹

DESIGN GROUP INTERNATIONAL, INC.

**DEPARTMENT OF ENVIRONMENTAL RESILIENCE,
CITY OF GOSHEN**

Authorized Signature

Authorized Signature

Lon L. Swartzentruber, CEO

Jeremy P. Stutsman, Mayor

Print Name and Title

Print Name and Title

18 November 2021

Date

Date

¹ If unsigned, this Agreement expires on 10 December 2021, after which time Design Group International, Inc. reserves the right to amend or rescind it.

© Design Group International, Inc. All rights reserved. This document is solely for the use of Design Group International, Inc. and only the signature of a Senior Design Partner makes it valid. Any other use of this document, wholly or in part, is expressly not authorized.

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (or last name, if your income tax return name is required on this form, do not leave this line blank)
Design Group International

2 Business name (corporated entity name, if different from above)

3 Check appropriate box for the correct tax classification of the entity whose name is entered on line 1. Check only one of the following unless noted:

Individual (proprietor or single-member LLC) S Corporation C Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C—C corporation, S—S corporation, or Partnership) in _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is a member LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) in _____

4 Descriptive (unless applicable to certain entities, not individuals) use instructions on page 3:
 Exempt payee code (if any) _____
 Exemption from FATCA reporting (check if any) _____

5 Address (number, street, and apt. or suite no.). See instructions.
170 Greenwood Court

6 City, state, and ZIP code
Shaboygan Falls, WI 53088

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN, later.

Note: If the account is in trust that has name, see the instructions for line 1. Also see What Names and Number To Give the Requester for guidelines on whose number to enter.

Social security number
 _____ - _____ - _____

OR
 Employer identification number
35 - 2129105

Part II Certification

Under penalties of perjury, I certify that:

a. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

b. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

c. I am a U.S. citizen or other U.S. person (defined below), and

d. The FATCA code(s) entered on this form, if any, indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person _____ Date **4 January 2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), corporate taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or other proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property). Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What Is Backup Withholding, later.



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

November 22, 2021

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with Aquascapes of Michiana, LLC for Snow Removal

Attached for the Board's approval and execution is an agreement with Aquascapes of Michiana, LLC on behalf of the Downtown Goshen Economic Improvement District (EID) for snow removal. Aquascapes will be paid at an hourly rate of \$85.00 per hour for the removal of snow within the downtown Economic Improvement District.

Suggested Motion:

Approve and execute the agreement with Aquascapes of Michiana, LLC for snow removal within the Goshen Downtown Economic Improvement District.

AGREEMENT

Snow Removal Agreement for Goshen Downtown Economic Improvement District

THIS AGREEMENT is entered into on this ____ day of _____, 2021 between Aquascapes of Michiana, LLC, hereinafter referred to as “Contractor”, and the Goshen Downtown Economic Improvement District, by and through the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the Goshen Downtown Economic Improvement District provides snow removal services within its designated district and lacks staff to perform such service.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to perform snow removal services within the Goshen Downtown Economic Improvement District.

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

SCOPE OF SERVICES

Contractor shall provide all tools, equipment, labor, insurance, supervision, work and similar items necessary to perform and complete in a workmanlike manner the removal of snow within the Goshen Downtown Economic Improvement District.

Contractor’s scope of work shall include snow removal and salting services within the Goshen Downtown Economic Improvement District depicted in the yellow highlighted portion of the aerial photograph attached hereto and made a part hereof. Contractor will supply the equipment and fuel necessary to perform the snow removal and salting services. Contractor will commence its services in a timely manner when one and one-half inches (1 ½”), or more, of snow accumulates as determined by Contractor. This will include all days of the week and holidays. In the event of snowfall of less than one (1) inch of total accumulation, City may notify Contractor as to the necessity of snowplowing services. Salting (or use of another melting agent) service will commence after snow is removed. City may request additional snow removal or salting services from Contractor, but such requests are subject to Contractor’s approval, and additional charges will apply for requests for additional services.

City must keep areas that it wishes to be serviced clear of vehicles, debris, and other obstacles to ensure a thorough snow removal. Contractor will stay a minimum of two feet away from all vehicles or other objects in the snow removal area. If a vehicle is blocking an area, Contractor will only remove snow from open portions of the district. If City calls Contractor back to remove snow where vehicles or other obstructions had been in the way, Contractor will bill City a prorated amount. Contractor will not be expected to clear snow from areas that contain vehicles, debris, dumpsters, or other obstacles that would interfere with Contractor’s work.

City understands that plowing or salting may not clear the area to “bare pavement” and that slippery conditions may continue even after snow removal and/or salting services have occurred. City understands that Contractor assumes no liability for this naturally occurring condition, and that weather conditions may change rapidly and without notice.

City understands that snow plowing, by its nature, involves pushing a blade over the surface of pavement. While Contractor shall exercise due care, it assumes no liability for damage to obstacles that protrude from the surface of the pavement such as water shut offs, electrical boxes, sewer vents and clean outs, hidden objects, and other similar items that may be damaged despite

exercising due care. Likewise Contractor assumes no liability for damage to hard surfaces and curbs that are defective, deteriorated, weakened, frost heaved, or installed improperly. Contractor will only be liable if it is grossly negligent in its work.

Contractor may stop working if severe weather conditions exist, such as wind-chill factors below zero degrees Fahrenheit.

Contractor agrees to exercise due care, but will not be liable for incidental damages from deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles or other objects.

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

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties, and continue through the 2021-2022 winter (snowfall) season. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after a snowfall that triggers Contractor's obligation to remove snow.

COMPENSATION

The City agrees to compensate Contractor for snow removal services described in this agreement on an hourly basis based on the following chart:

Depth of snow	Price (per hour)
1-3 inches	\$85.00
3-5 inches	\$85.00
5-8 inches	\$85.00
8-12 inches	\$85.00
>12 inches	Multiple service visits

Salting services will cost \$1.00 per pound of salt spread. If City requests a different melting agent, the price-per-pound may be adjusted, but Contractor will provide City with the cost of the alternate prior to spreading a different melting agent.

Work performed on the following holidays will be charged at a 20% premium: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter

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

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

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

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer’s Liability, General Liability and Automobile Liability coverage.

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

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

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

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is

prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

BREACH

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

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default. Contractor may also be considered in default by the City if any of the following occur:

1. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
2. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
4. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
5. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
6. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
7. The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

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

1. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide

a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.

- 3. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

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

Address for notices to the City:

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

Address for notices to Contractor:

Aquascapes of Michiana, LLC.
Attention: Krys Yacks
58416 County Road 7
Elkhart, IN 46517

APPLICABLE LAWS

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

MISCELLANEOUS

- 1. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and

applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.

2. 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.
3. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

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

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

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

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date: _____

Aquascapes of Michiana, LLC

By: _____

Printed: _____

Date: _____



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

November 22, 2021

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement with Mechanical Man, Inc. for Demineralization of the Boiler Water at the Police Department

Attached for the Board's approval and execution is an agreement with Mechanical Man, Inc. for the demineralization of the boiler water at the Police Department. Mechanical Man, Inc. will be paid \$9,983.00 for the work.

Suggested Motion:

Approve and execute the agreement with Mechanical Man, Inc. for the demineralization of the boiler water at the Police Department in the amount of \$9,983.00.

**AGREEMENT
FOR
BOILER DEMINERALIZATION
AT GOSHEN POLICE DEPARTMENT**

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Mechanical Man, Inc.** (“Contractor”), whose mailing address is 57465 State Road 15, Goshen, Indiana 46528, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to Demineralize the Boiler water at the Goshen Police Department (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Demineralize water in boiler system to Manufacturers Water Quality Specification
- (B) Install 55 Gallon Feeder Reservoir
- (C) Disconnect Boiler System from City Water Feed
- (D) Bleed Boiler System as necessary
- (E) Provide Disposable Demineralizer

Contractor shall provide City the Duties which is more particularly described in Contractor’s November 15, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) 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.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Nine Thousand Nine Hundred Eighty-Three Dollars (\$9,983.00) for performing all Duties.

Section 4. **Payment**

- (A) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

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

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

Section 5. **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 6. **Inspection**

- (A) City's representative shall at all times have access to the work wherever it is in preparation or progress, and the contractor shall provide proper facilities for such access and inspection.
- (B) City shall have the right to reject materials and workmanship, which are defective or require correction. If any defects, omissions or nonconformance exist in the work, the contractor agrees to correct the defect, omission or nonconformance after written notice from City. Rejected workmanship shall be satisfactorily corrected, and rejected materials shall be removed from the worksite without charge to City. In the event that the contractor fails, refuses or neglects to correct the defect, omission or nonconformance, then City may correct the same and the contractor agrees to pay on demand the cost and expense of making the correction.

Section 7. **Warranty**

Supplier shall guarantee the labor for a period of one (1) year from date of acceptance and Manufactures warranty on parts. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

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. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Contractor fails to perform the 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 16. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all 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 17. Notice

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

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

Contractor: Mechanical Man, Inc.
57465 State Road 15
Goshen, IN 46528

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Bind Contractor

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

Mechanical Man, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



(574) 825-4686

Heating • Air Conditioning
Electrical • Plumbing

Mechanical Man, Inc.
57465 State Road 15
Goshen IN 46528
www.mech-man.com

BILL TO

Goshen Police Department
111 East Jefferson Street
Goshen, IN 46528 USA

INVOICE
29427874

INVOICE DATE
Nov 15, 2021

JOB ADDRESS

Goshen Police Department
111 East Jefferson Street
Goshen, IN 46528 USA

Completed Date:
Payment Term: COD

TASK	DESCRIPTION	QTY	PRICE	TOTAL
1	We propose the following: Deminerlize water in boiler system to Manufacturers Water Quality Specifications, Install 55 Gallon Feeder Reservoir Disconnect Boiler System from City Water Feed Bleed Boiler System as necessary Provide 1 Disposable Deminerlizer NOTE: 120 Volt Outlet for Feeder Reservoir to be provided by others	1.00	\$9,983.00	\$9,983.00
Terms: upon acceptance of Estimate 50 percent down payment is required with balance due upon completion of job				

SUB-TOTAL \$9,983.00

TOTAL DUE \$9,983.00

BALANCE DUE \$9,983.00

Thank YOU for Choosing Mechanical Man, Inc!
CUSTOMER AUTHORIZATION

I Authorize the work Listed to be performed by Mechanical Man, Inc At Goshen Police Department 111 East Jefferson Street, Goshen, IN 46528 USA Their Agents and Subcontractors. I Agree to pay for any Additional work performed that I have Verbally requested without a Change Order will be billed according to Mechanical Man Inc.'s Established pricing. It is agreed that the Seller will retain title to any equipment or material furnished until complete and final Payment is made, and if settlement is not made as agreed, the Seller shall have the right to the same (remove the materials and equipment) and the

that the Seller will retain title to any equipment or material furnished until complete and final Payment is made, and if settlement is not made as agreed, the Seller shall have the right to the same (remove the materials and equipment) and the Seller will be held harmless for any damages resulting from the removal thereof.

Sign here

Date

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Mechanical Man, Inc At Goshen Police Department 111 East Jefferson Street, Goshen, IN 46528 USA has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor. I Agree to pay a service fee that will be charged for any returned checks, and a financing charge of 1.5% per month shall be applied for overdue amounts.

Sign here

Date



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

November 22, 2021

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with OJS Building Services, Inc.

Attached for the Board's approval and execution is an Amendment to the August 28, 2018 Agreement with OJS Building Services, Inc. for the replacement of hot water valves at the Goshen Police Department. OJS Building Services, Inc. will be paid Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$27,750.00) to provide and install 40 Belimo modulating valves, piping materials, and provide testing.

Suggested Motion:

Approve and Execute the Agreement with OJS Building Services, Inc. to provide and install hot water valves at the Goshen City Police Department in the amount of \$27,750.00.

**AGREEMENT AMENDMENT
FOR THE
REPLACEMENT OF HOT WATER VALVES**

THIS AMENDMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **OJS Building Services Inc** ("Contractor"), whose mailing address is 1825 S. 12th Street, Mishawaka, Indiana, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Contractor entered into an Agreement on August 28, 2018 for a Maintenance Agreement for the HVAC at the Goshen City Police Department.

The parties wish to amend the terms of the Agreement.

- (B) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

Section 1. Scope

The Agreement shall be amended by adding the following Duties(detailed in the attached Exhibit A):

- (A) Provide and install (40) 3-way ½ inch and ¾ inch Belimo modulating valves. (Any other valves larger than ¾ inch will be quoted).
- (B) Provide piping materials to install hot water valves.
- (C) Provide testing and operational.

Section 2. Effective Date; Term

- (A) The Amendment shall become effective on the day of execution and approval by both parties and work shall be completed by February 28, 2022.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Twenty-Seven Thousand Seven Hundred Fifty Dollars (\$27,750.00) for performing Duties under this Amendment.

Section 4. Original Agreement

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

Section 5. Authority to Execute

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

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

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

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

OJS Building Services, Inc.

Printed: _____

Title: _____

Date Signed: _____



OJS

BUILDING SERVICES, INC.

OJS Building Services
1825 E 12th Street
Mishawaka, In 46544
Phone: 574-284-2020
Fax: 574-287-2939
www.ojsbsi.com

TO: Goshen Police
Department

FOR: Hot Water Valves
Replacement

QUOTE: PP75602

DATE: 10/15/2021 Revised

PAGE: 1 of 1

ATTN: Jeff Halsey

OJS Building Service is pleased to provide a quote to replace (40) hot water valves located at the Goshen Police Department. This quote includes but limited to the following.

Inclusions:

- Provide and install (40) 3-way 1/2" and 3/4" Belimo modulating valves. (Any other valves larger than 3/4" will be quoted)
- Provide piping materials to install hot water valves.
- Provide testing and operational.

Exclusions:

- Over time costs
- Smoke and Fire control
- Patching/painting
- Access panels
- Tax

Attention: Due to COVID-19 this project maybe subject to delivery of materials and postpone targeted completion dates.

Note: Quote pricing shall extend to January 31, 2022. Price increase may occur after this date.

Total: \$27,750.00 (Twenty-Seven Thousand Seven Hundred Fifty Dollars 00/100)

If this is acceptable please sign, date, and fax back:

Name

Date

**SMALL PURCHASE
PROCUREMENT AUTHORIZATION**

THIS PROCUREMENT AUTHORIZATION FORM MUST BE COMPLETED FOR ALL PURCHASES OF GOODS, MATERIALS AND SERVICES WHERE THE ESTIMATED COST IS BETWEEN \$5,000 AND \$50,000 AND THE PURCHASER IS NOT IMPLEMENTING THE SEALED QUOTE/BID PROCESS FOR THE PURCHASE.

PLEASE COMPLETE THIS FORM AND SUBMIT IT, ALONG WITH THE OPEN-MARKET PRICES OBTAINED, TO THE MAYOR FOR APPROVAL. ONCE THE MAYOR APPROVES PURCHASE, THE COPIES OF THIS FORM ARE TO BE DISTRIBUTED AS FOLLOWS:

- WHITE COPY IMMEDIATELY, UPON MAYOR'S APPROVAL, SEND TO LEGAL DEPARTMENT'S CONTRACTS AND CLAIMS MANAGER
- YELLOW COPY ATTACH TO CLAIM SUBMITTED FOR PAYMENT
- PINK COPY FILE WITH ALL DOCUMENTS RELATED TO PURCHASE

DATE: 10-18-2021

DEPARTMENT OR OFFICE: Building Maintenance / CPD

SPECIFICATION OF GOODS, MATERIALS OR SERVICE TO BE ACQUIRED:

Replace (40) Actuators for HVAC at Police and Court

ESTIMATED COST: \$ 27,750⁰⁰

AUTHORIZED AMOUNT TO SPEND: \$ _____

LINE NUMBER TO BE PAID FROM: 402-570-00-423.0110

OSS Building Services Police & Court

AUTHORIZATION IS GIVEN TO PURCHASE THE GOODS, MATERIALS OR SERVICES IDENTIFIED ABOVE PROVIDED SUFFICIENT FUNDING HAS BEEN AUTHORIZED AND APPROPRIATED FOR THIS PURCHASE.


MAYOR'S SIGNATURE

10/22/21
DATE

Jeff Dulaney
DEPARTMENT HEAD'S SIGNATURE

10-18-2021
DATE

IN ACCORDANCE WITH EXECUTIVE ORDER 2017-01, SMALL PURCHASE PROCUREMENT AUTHORIZATIONS MUST BE APPROVED/SIGNED BY THE FLEET MAINTENANCE MANAGER. APPLICABLE PURCHASES ARE MOTORIZED EQUIPMENT OR A VEHICLE, IN WHICH THE ESTIMATED PURCHASE PRICE IS BETWEEN \$5,000 AND \$50,000.

N/A
FLEET MAINTENANCE MANAGER SIGNATURE

DATE



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 Safety and Stormwater Board

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
1211 CAMELOT DRIVE
(JN: 2017-2045)**

DATE: November 19, 2021

Builder Schrock Homes has passed their final building inspection for 1211 Camelot Drive and the project is substantially complete except for seeding disturbed areas. This final Stormwater Department requirement cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owner, Kadd Acquisitions LLC (land holding company related to Schrock Homes), agrees to permanently stabilize 7,000 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is less than \$2,000; thus, no surety amount is required.

This is the first such agreement under the new Board of Works and Public Safety Resolution 2021-29 "A Policy for the Issuance of Certificate of Occupancy Prior to Completion of Construction Project." More agreements of this kind are expected in the coming months.

Requested Motion: Approve the Agreement for the Completion of the Construction Project at 1211 Camelot Drive with Kadd Acquisitions LLC.

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

THIS AGREEMENT is entered into on _____, 20 21, 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: Kadd Acquisitions LLC

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

Builder: _____

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: 1211 Camelot 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, 20 21, 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 7,000 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: _____

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 _____ Dollars (\$ _____) 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: Kadd Acquisitions LLC
 2523 Messick Drive S
 Goshen, IN 46526

Builder: _____

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:¹

Property Owner:

Signature: Dean Sprunger
Printed: Dean Sprunger
Title (if any): Vice-President
Date: 11-18-2021

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ 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.



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL**
Keystone RV Building Additions and Parking Expansion (JN: 2021-2010 and 2021-2032)

DATE: November 22, 2021

The developer of Keystone RV Parking Lot Expansion located at 2442 East Kercher Road and Keystone RV Additions located at 2525 Linden Drive affecting one (1) or more acres of land, 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 Keystone RV Building Additions and Parking Expansion as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL
Westoria Eighth P.U.D. (JN: 2021-2002)**

DATE: November 22, 2021

The developer of Westoria Eighth P.U.D., affecting one (1) or more acres of land, 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 Westoria Eighth P.U.D. as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.



**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 Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – CHANGE ORDER NO. 4
(JN: 2019-0025A)**

DATE: November 22, 2021

Donohue and Associates has kept a log of project changes for the Wastewater Treatment Plant (WWTP) Improvements Project to date and has prepared a change order at the request of the Engineering Department. The change order includes a total of 7 changes to the project; 5 are additional costs and 2 are cost reductions. The changes include the following:

- Addition of a sidewalk to the vector truck receiving facility to improve access for an additional cost of \$9,917.00
- Modification of the new digester gas piping to improve moisture control in the process for an additional cost of \$3,172.00
- Addition of a pipe fitting to the aeration process piping after the original was deemed to be unsuitable for reuse for an additional cost of \$930.00
- Replacement of diffuser o-rings in the aeration tanks for an additional cost of \$2,382.00
- Modification of the diffuser grid in the existing aeration tanks to better match the diffuser grit in the new aeration tank for an additional cost of \$3,086.00
- Removal of the sludge lagoon decommissioning from the project scope for a cost reduction of \$178,256.00 (*Note: This cost is removed from the project scope but will still be incurred by the Wastewater Utility in some degree*)
- Removal of a substantial portion of painting scope from the secondary clarifiers and upflow clarifiers for a cost reduction of \$13,517.00

The change order is for a cost decrease of \$172,286.00, which reduces the total project cost to \$18,970,526.00. This change order is a decrease of 0.9% and lowers the project cost below the original bid cost by 0.1%. The change order adds no time to the project schedule, though Kokosing has reserved the right to request additional time at a later date.

The Engineering Department has reviewed this change order and recommends its approval.

Requested motion: Move to approve Change Order No. 4 for a cost reduction of \$172,286.00, with no change to the project schedule at this time.

CHANGE ORDER NO. 4

CHANGE ORDER	COMMENCEMENT OF
DATE OF ISSUANCE <u>November 18, 2021</u>	CONTRACT TIME <u>May 11, 2020</u>

OWNER City of Goshen, Indiana CITY PROJECT NO. 2019-0025A

CONTRACTOR Kokosing Industrial

PROJECT Wastewater Treatment Plant Improvements – Project A ENG. PROJECT NO. 13503

ENGINEER Donohue & Associates, Inc.

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THE CONTRACT DOCUMENTS:

DESCRIPTION:

1. Provide sidewalk on the south side of the vector station as detailed in RFP No. 28, dated May 28, 2021 (\$9,917.00).
2. Addition of three (3) 45-degree bends to modify the digester gas piping in the Digester Building as detailed in Field Order No. 16 dated May 28, 2021 (\$3,172.00).
3. Construction Progress Meeting Minutes dated June 3, 2021 detailing the activity to remove decommissioning the sludge lagoon including providing the City a credit for eliminating the sludge lagoon liner and decommissioning work from the contract so that the City can contract this work directly. (-\$178,256.00)
4. Replace the steel 90-degree fitting on the aeration header piping that was not suitable to be reused as detailed in Request for Information (RFI) No. 89 dated August 4, 2021 and answered on August 9, 2021. (\$930.00)
5. Deletion of a majority of the painting work on the final clarifier and upflow clarifier bridges due to lead paint issues as detailed in Request for Information (RFI) No. 98 dated September 8, 2021 and answered on September 17, 2021. (-\$13,517.00)
6. Replace the O-Rings required for salvaged diffusers in the existing aeration tanks as detailed in Request for Information (RFI) No. 99 dated September 9, 2021 and answered on September 17, 2021. (\$2,382.00)
7. Revise the number and location of the diffusers relocated from the existing anoxic zone to the aerated zone to match the drawing revisions included with Field Order No. 29 dated October 4, 2021 (\$3,086.00)

REASON FOR CHANGE ORDER:

1. Additional sidewalk on the south side of the station aids in general plant maintenance and operations at the station.
2. The additional fittings will help control moisture in the gas piping.
3. Removing the sludge lagoon liner work from the contract allows the City to contract this work directly, potentially save money and mitigate the scheduling issues to contract this work.
4. The 90-degree fitting was not suitable for reuse after modifying the piping due to required cutting on the pipe that extended into the pipe's radius.
5. The paint on the clarifier bridges was found to contain lead paint and mitigation of the lead paint will be addressed after the current contract.
6. The existing O-Rings were deteriorated and not suitable for reuse.
7. The aeration diffuser modifications and plugs were needed to obtain the correct number of diffusers in Aeration Tank 4 and Tanks 1 through 3 should match as well.

ATTACHMENTS:

1. May 28, 2021 RFP No. 28 from Donohue & Associates to Kokosing Industrial for proposed additional sidewalk.
2. June 11, 2021 Proposed Change Order No. 32 from Kokosing Industrial to Donohue & Associates for proposed additional sidewalk.
3. May 28, 2021 Field Order No. 16 from Donohue & Associates to Kokosing Industrial for proposed additional fittings on the digester gas piping in the Digester Building.
4. June 8, 2021 Proposed Change Order No. 35 from Kokosing Industrial to Donohue & Associates for proposed additional fitting on the digester piping Digester Building.
5. June 3, 2021 Construction Progress Meeting Minutes documenting the discussion for a proposal to remove the sludge lagoon decommissioning work from the contract.
6. September 1, 2021 Proposed Change Order No. 36 from Kokosing Industrial to Donohue & Associates for proposed deletion of the sludge lagoon decommissioning work from the contract.

7. Request for Information (RFI) No. 89 dated August 4, 2021 and answered on August 9, 2021.
8. August 19, 2021 Proposed Change Order No. 37 from Kokosing Industrial to Donohue & Associates for the material cost for replacement of the pipe fitting.
9. Request for Information (RFI) No. 98 dated August 4, 2021 and answered on August 9, 2021.
10. October 15, 2021 Proposed Change Order No. 38 from Kokosing Industrial to Donohue & Associates for the change in scope of the secondary clarifier and upflow clarifier bridge painting to include only the top of the steel bridge beams.
11. Request for Information (RFI) No. 99 dated September 9, 2021 and answered on September 17, 2021.
12. September 20, 2021 Proposed Change Order No. 39 from Kokosing Industrial to Donohue & Associates for replacing the O-rings for the salvaged aeration tank diffusers.
13. October 4, 2021 Field Order No. 29 from Donohue & Associates to Kokosing Industrial for modifying the number and location of the diffusers in the existing aeration tanks.
14. October 15, 2021 Proposed Change Order No. 40 from Kokosing Industrial to Donohue & Associates for modifying the diffusers and plugs in the existing aeration tanks.

CHANGE IN CONTRACT PRICE	
Original Contract Price:	
\$ 18,989,000.00	_____
Net increase (decrease) from previous Change Orders:	
\$ 153,812.00	_____
Net increase (decrease) of this Change Order:	
\$ (172,286.00)	_____
Revised Contract Price:	
\$ 18,970,526.00	_____

CHANGE IN CONTRACT TIMES	
Original Contract Times: <i>(days or dates)</i>	
Substantial Completion:	579 Calendar Days
Ready for Final Payment:	621 Calendar Days
Net increase (decrease) from previous Change Orders: <i>(days)</i>	
Substantial Completion:	0
Ready for Final Payment:	0
Net increase (decrease) of this Change Order: <i>(days)</i>	
Substantial Completion:	0
Ready for Final Payment:	0
Revised Contract Times: <i>(days or dates)</i>	
Substantial Completion:	579 Calendar Days
Ready for Final Payment:	621 Calendar Days

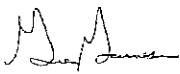
CONTRACTOR agrees that this Change Order includes any and all costs associated with or resulting from the change ordered herein, including all impacts, delays, and accelerated costs. Other than the dollar amount and time allowance listed above, there shall be no other dollar or time compensation as a result of this Change Order.

THIS DOCUMENT SHALL BECOME AN AMENDMENT TO THE CONTRACT AND ALL STIPULATIONS AND COVENANTS OF THE CONTRACT SHALL APPLY HERETO.

RECOMMENDED:

APPROVED:

ACCEPTED:

By: 
ENGINEER *(signature)*

By: _____
OWNER *(signature)*

By: _____
CONTRACTOR *(signature)*

Date: 11/18/2021

Date: _____

Date: _____