



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. May 10, 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 – March 22, May 3

Approval of Agenda

- (1) Award Presentation to Jim Kerezman, Goshen Wastewater Superintendent

American Waterworks Association

2020 Large Wastewater System Operator of the Year

- (2) Conditional Offer of Employment: Kraig R. Caridine
- (3) Conditional Offer of Employment: Kaleb E. Rucker
- (4) Driveway Width Variance Request: Peddler's Village Road – Sangha, Marbach
- (5) Request for Road Closures for Garage Relocation – D. Klassen
- (6) Invoice Cloud / Paymentech / Chase Forms and Agreement
- (7) Agreement with Spacemaker Self Storage, Inc. for Temporary Records Storage
- (8) Lane Restrictions on Greene Rd., JN: 2021-0002



- (9) Right of Entry: 801 S. 9th St., JN: 2011-0052
- (10) Right of Entry: 1330 E. Douglas St., JN: 2020-0017
- (11) Historic Southside Neighborhood Cleanup Trash Trailer Fee

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of March 22, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mike Landis

Absent: Member Mary Nichols

No minutes were presented.

Mayor suggested adding Item #1 (Police Department Resignation), Item #7 (Winter Avenue Road Closure), and Item #8 (Lincoln Avenue Sidewalk/Alley Closure).

Landis/Stutsman moved to approve the agenda as amended. Passed 2-0

Resignation of Officer Donald Daeschler

Chief of Police Jose' Miller presented the request. (*Attached as Exhibit A*)

Landis/Stutsman moved to accept the resignation of Officer Donald Daeschler from the Goshen Police Department effective, March 19, 2021. Passed 2-0

Request for Relief: Parking and Driveway Surface, 614 Olive Street

Penny Miller presented her request.

Planning and Zoning Assistant Administrator Rossa Deegan stated Miller has been working with the Planning Department since last fall; the Department sees no issue with the proposal.

Landis/Stutsman moved to approve the gravel for the driveway at 614 Olive Street as proposed with the changes indicated and approved by the Planning Department as well as right-of-way permit for driveway cut for Engineering Department. Passed 2-0



Request for Relief: Parking and Driveway Surface, 1707 West Clinton Street

Andy Granzow presented his request.

Deegan stated that proposal meets Planning Department requirements.

Mayor Stutsman stated he liked the green paving system and would like to see more projects similar to this in Goshen.

Landis asked what material would be used in the right-of-way at Pike Street.

Director of Public Works and Utilities Dustin Sailor suggested placing concrete, asphalt or another hard surface in the right-of-way in place of the grass paving. Sailor explained that City does not maintain or replace the proposed type of pavers, only concrete. Further discussion on right-of-way: new material and removal of old concrete.

Discussion about implications for sale, future owners.

Clerk-Treasurer Adam Scharf asked if this material is viewed by the Board as allowed by right under the current policy. Mayor Stutsman stated he would like to see trials and perhaps add to City policy.

Stegelmann commented on the policy structure and mechanisms of approval by the Board.

Landis/Stutsman moved to approve the use of green material for the driveway to the garage on the back side of 1707 West Clinton Street, (the driveway to Pike Street), all the way to Pike Street hard surface with these conditions:

- 1. If the city does work affecting the material it is owner responsibility to replace.**
- 2. The curb cut off of Pike Street that is not in use should be removed at the time the driveway is installed.**
- 3. The use of the green paver material within the right-of-way is limited to the current homeowner's ownership of the property.**
- 4. A curb cut permit must be filed with the Engineering Department.**

Passed 2-0

Agreement with Cummins, Inc. for Generator Inspection and Maintenance

Stegelmann presented the packet memo.

SCADA/Production Manager Marv Shepherd clarified these are two new generators – one large on at the water plant and another at the Clinton lift station – and required a new contract.

Landis/Stutsman moved to approve entering into an Agreement with Cummins, Inc. for two City of Goshen generators for two years at \$2,030.18 per year totaling \$4,060.36. Passed 2-0



Resolution 2021-09: Hiring Requirements for Goshen Fire Department

Legal Compliance Administrator Shannon Marks presented the packet memo.

Mayor asked about cost. Assistant Fire Chief Mike Happer stated that the department is having a hard time getting applicants to the Fire Department; this change from EMT to Firefighter I/II is intended to broaden the applicant pool.

Landis/Stutsman moved to adopt Resolution 2021-09, Hiring Requirements for Goshen Fire Department. Passed 2-0

Assistance to Employees: ADP W-2 Error

Scharf presented the packet memo.

Mayor asked for clarification on the problem. Scharf provided further details.

Mayor Stutsman and Landis agreed it is important to assist these employees but the exact type of assistance would need to be clarified. Further discussion.

No formal action was taken.

Add "Cross Traffic Does Not Stop" Sign at Purl Street and South 10th Street

Sailor presented the packet memo.

Landis/Stutsman moved to approve the placement of additional signage at Purl Street and South 10th Street saying "Cross Traffic Does Not Stop" below the Stop sign. Passed 2-0

Request for Road Closure on Winter Avenue

Shepherd presented the request for a road closure on Winter Avenue. (*Attached as Exhibit B*).

Stutsman/Landis moved to allow the Utility Department to close at Winter Avenue between Hickory Street and West Avenue to thru traffic starting Wednesday, March 24 at 8 a.m. through Friday, March 26. Passed 2-0



Request for Sidewalk and Alley Closure at 210 East Lincoln Avenue: LaCasa

Alan Greaser, representing LaCasa, presented the request. *(Attached as Exhibit C)*

Greaser stated he will personally inspect for debris at the end of each day. Greaser added that it has been 13-14 years since the building was fully renovated.

Greaser confirmed with Street Commissioner David Gibbs that barricades would be needed and provided by the Street Department.

Landis/Stutsman moved to approve the sidewalk and alley closure at 210 East Lincoln Avenue, "The Hattle," on March 29 for four to five days, with detour for pedestrian traffic. Passed 2-0

Privilege of the Floor

No one spoke.

Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 2-0

Adjournment at 2:41 p.m.

Exhibit A: Resignation of Donald Daeschler (1 page)

Exhibit B: Winter Avenue Road Closure (2 pages)

Exhibit C: Request for Sidewalk and Alley Closure, 210 East Lincoln Avenue (5 pages)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Project Based Vouchers	2. HUD/State Identification Number 8536/5HPH	3. Recipient Identification Number (optional) IN060
4. OMB Catalog Number(s) 14.871	5. Name and address of responsible entity City of Goshen 202 S 6th Street Goshen IN 46528	
6. For information about this request, contact (name & phone number) Pamela Kennedy, Executive Director Warsaw Housing Authority (574)269-7641	7. Name and address of recipient (if different than responsible entity) Warsaw Housing Authority P O Box 387 Milford IN 46542	
8. HUD or State Agency and office unit to receive request Indianapolis HUD Office IndianapolisPublicHousing@hud.gov	9. Program Activity(ies)/Project Name(s) PBV - Units for disabled families leaving residential housing	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

10. Location (Street address, city, county, State) 1789 Westplains Drive Goshen IN 46528	11. Program Activity/Project Description Enter into a contract between the Warsaw Housing Authority and LaCasa Inc. to provide 2 project based vouchers for a newly constructed 8 unit complex for disabled families coming out of group home living. This new building brings 8 new units to this site, which was built with a HOME grant. They will be ready to lease up on May 1, 2021. LaCasa built this complex in partnership with Oaklawn Community Mental Health Center. Oaklawn will be providing case workers for each of the occupants. The Warsaw Housing Authority is providing Rental Education to those with PBV and vouchers to enhance their skills for living independently. Six families have been approved to occupy the units by LaCasa, Oaklawn and the Warsaw Housing authority to date.
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Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

City of Goshen, Mayor

X

Date signed

April 12, 2021

Address of Certifying Officer

202 S 5th Street Goshen IN 46528

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Executive Director, WHA

X

Date signed

April 12, 2021

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

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

3/22/21

Request for Road Closure on Winter Ave

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

The City of Goshen Water and Sewer Department will be installing a sewer tap for 1215 Hickory Street. The work will require excavation of the road, with a trench that will be approximately 8' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Winter Ave, between Hickory St. and West Ave to thru traffic, on Wednesday 3/24/21, starting 8:00 am, and reopening for traffic on Friday evening 3/26/21. See attached map for reference.

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

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren
Superintendent of Goshen Water Department



West Ave

12" VCP

1305 WEST AVE

1212 WEST AVE

1208 WEST AVE

1206 WEST AVE

1202 WEST AVE

1116 WEST AVE

Alley 252

S-Winter Ave

Alley 111

1307
HICKORY ST

1301
HICKORY ST

1215
HICKORY ST

HICKORY
ST

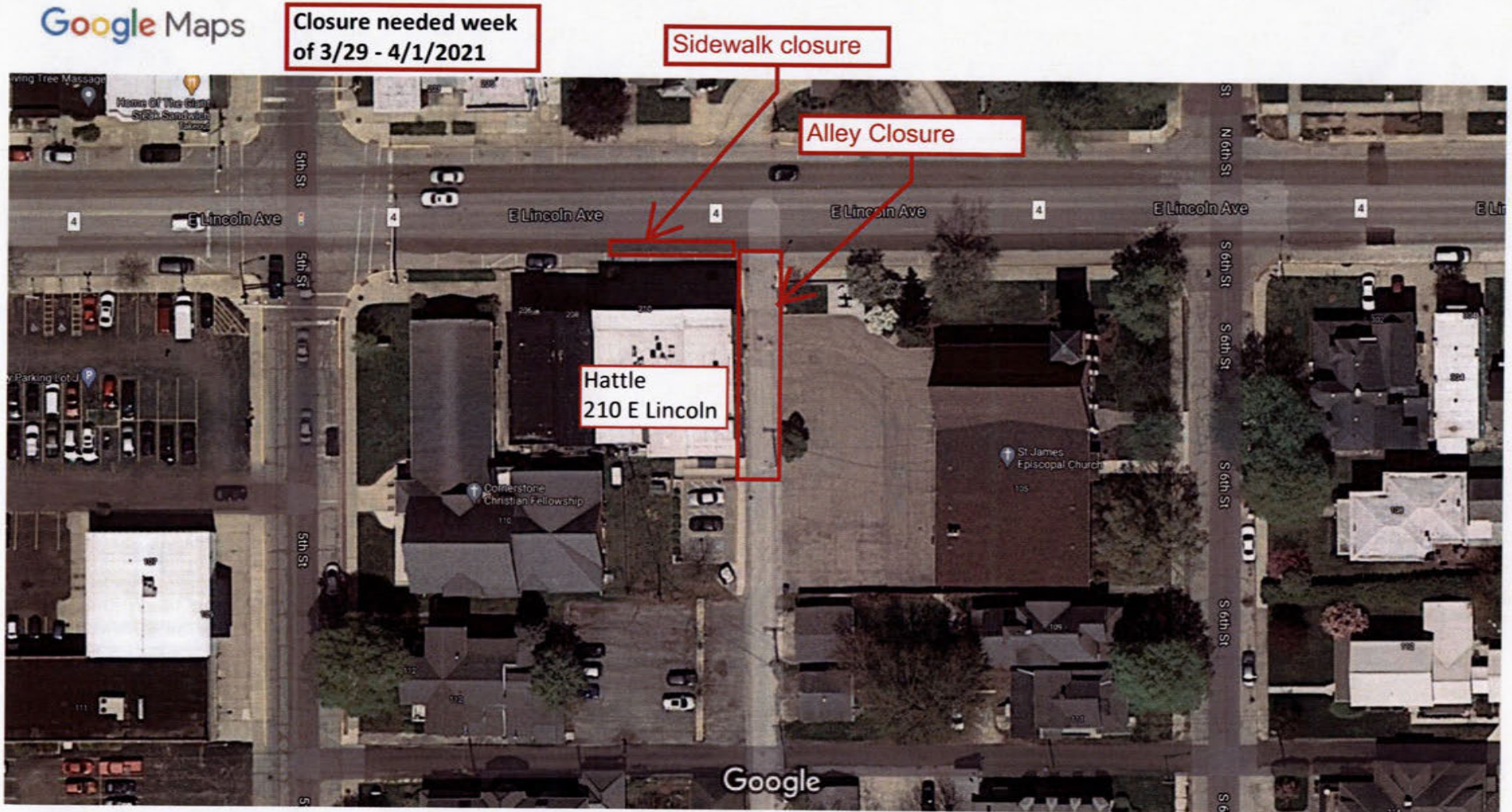
1205
HICKORY ST

1201
HICKORY ST

Hickory St

S-Summer St

Exhibit C: Request for Sidewalk and Alley Closure, 210 East Lincoln Avenue



Lacasa is requesting sidewalk and alley closure around our property at 210 E Lincoln (The Hattle) starting Monday March 29th for 4 or 5 days. This is required for a brick mason, using a lift, to repair and replace brick prior to repainting the building.

Requested by:

Alan Greaser, VP Asset Management

Lacasa Inc.

202 N Cottage Ave

Goshen, IN 46528

574-533-4450 ext. 22

alan.greaser@lacasainc.net



MINUTES of May 3, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis

Absent: None

Minutes of April 26 were presented.

Landis/Nichols moved to approve the minutes as presented. Passed 3-0

Landis/Nichols moved to approve the agenda as presented. Passed 3-0

Special Event: Saint John the Evangelist Catholic Church

Mayor Stutsman and Landis discussed closing roads and the possible impacts to traffic.

Street Commissioner David Gibbs stated the Street Department has no concerns.

Mayor Stutsman added it would be best if those who have made the request be present to answer questions.

Landis/Nichols moved to approve the request to utilize Monroe Street and South 3rd Street from 12 – 12:50 p.m. on June 6. Passed 3-0

Special Event: Roller-skate to Liberate

Sarah Virgil, Founder/President of Rollerskate to Liberate, presented the request.

Mayor Stutsman applauded Virgil for her efforts in bringing awareness to the problem of human trafficking. Added that common practice for this type of request is to have a meeting to discuss alternative routes and safety precautions. City staff will reach out to set up a meeting.

Landis suggested finding a route that would avoid crossing State Road 15.

Stutsman/Landis moved to table the request until the May 17 meeting. Passed 3-0



Special Event: Interra Shred-It Days

Megan Simpson, Community and Communications Specialist for Interra Credit Union, presented the request.

Landis/Nichols moved to approve Interra Shred-It Days as presented for Friday June 4 and Saturday June 5. Passed 3-0

Memorial Day Parade

Fire Chief Dan Sink presented the packet memo.

Mayor Stutsman encourage the community to attend.

Landis/Nichols moved to grant permission for the annual Memorial Day parade on Monday May 31 from approximately 10 – 10:15 a.m. with additional street staging events starting at 8 a.m., approve road requests as stated in the memo. Passed 3-0

Variance Requests: Sewer and Water Tap, Parking and Driveway Surface – Affinity RV

Brad Mosness with Abonmarche Consultants, representing Affinity RV, presented the request.

Director of Public Works Dustin Sailor had no staff recommendation on the driveway surface variance.

Mayor/Landis moved to approve the variance request for sewer and water tap with the stipulation that if property is sold, the water and sewer must be separated at 2380 East Kercher Road. Passed 3-0

Landis/Nichols moved to approve the limestone driveway surface at 2380 East Kercher Road, contingent on current use of property. (If changed the City can revisit and revoke the variance). Passed 3-0

Agreement with Ergo Resource Management for Potassium Cyanide Disposal

City Attorney Bodie Stegelmann presented the packet memo.

Landis/Nichols moved to approve and execute the Agreement with Ergo Resource Management Inc. for the disposal of potassium cyanide for a fee not to exceed \$800.00. Passed 3-0

Award Quote for Medium Duty Dump Truck and Approve Agreement with Eby Ford Sales, Inc.

Paralegal Carla Newcomer presented the packet memo.

Landis asked if the amount was what the City expected given that only one bid was received. Gibbs stated it was.



Mayor Stutsman stated with recent price increases and lack of product it is a fair quote.

Landis/Nichols moved to award the quote for purchase of the 2021 Medium Duty Dump Truck for a total purchase price of \$88,016.68 from Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and move to approve and execute the Agreement with Eby Ford Sales, Inc. Passed 3-0

Agreement with Comcast Cable for Broadband Internet

Stegelman presented the packet memo.

Sailor stated that the Comcast connection enters into the Police and Courts Building and fibers line exit to other locations, including Central Station.

IT Technician Jen Oklak added that the two locations do have Comcast equipment; some being for phone, some for internet.

Further discussion on the possible savings if more City buildings are added to the contract.

Landis/Nichols moved to allow the Mayor to execute and sign the Agreement with Comcast for 111 East Jefferson Street and 209 North 3rd Street after review of current services. Passed 3-0

Water and Sewer Unpaid Final Accounts

Utility Billing Office Manager Kelly Saenz presented the packet memo.

Landis/Nichols moved to approve moving \$6,404.77 from active to Collection, Sewer Liens and Write-Offs. Passed 3-0

Kids Triathlon Banner Over Main Street

Sailor presented the packet memo.

Mayor Stutsman clarified that the only banners being allowed to hang over Main Street are those directly affiliated with the City or City-sponsored events.

Landis/Nichols moved to approve Goshen Parks and Recreation request to hang a banner over Main Street for the 2021 Kids' Triathlon on July 7, 2021. Passed 3-0

Indiana Avenue Lane Restriction for WWTP Improvements, JN: 2019-0025A

Sailor presented the packet memo.



Landis/Nichols moved to approve the temporary lane restriction on Indiana Avenue between Wilden Avenue and the railroad tracks May 6 and May 7, 2021. Passed 3-0

West Goshen Tree Removal for Sidewalk Paving Program, JN: 2021-0001

Sailor presented the packet memo

Landis/Nichols moved to approve the West Avenue and Dewey Avenue partial lane restrictions to allow for tree removal and stump grinding on Tuesday, May 4 to Thursday, May 5 as part of the Sidewalk Paving Program. Passed 3-0

Douglas, Reynold, 16th Street Road Closure, and East Reynolds Rolling Road Closure, JN: 2020-0017

Sailor presented the packet memos.

Landis/Nichols moved to approve Douglas, Reynolds, and 16th Street road closures from today, May 3 to August 6, 2021 (HRP and NIPSCO projects included). Passed 3-0

West Goshen Neighborhood Cleanup Trash Trailer Fee

Scharf presented the request.

Landis/Nichols moved to approve reduction of the trash trailer fee from \$75 to \$35 for West Goshen Neighborhood Association for clean-up on June 26, 2021. Passed 3-0

Privilege of the Floor

Discussion of whether an entity with a request must appear in-person before the Board. Landis added that at least the first and second request or for a special event, a representative should appear in order for the Board to ask any questions.

Stutsman/Landis moved to approve Civil City and Utility claims and adjourn. Passed 3-0

Adjournment at 2:43 p.m.

APPROVED (next page)



Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



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

May 10, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with
Kraig Raymond Caridine

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Kraig Raymond Caridine and approve and execute the attached Conditional Offer of Employment Agreement. The agreement sets forth the conditions that Kraig Raymond Caridine must meet prior to beginning employment with the Goshen Police Department as a probationary patrol officer, and requires Kraig to successfully complete all training requirements once employed. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Kraig Raymond Caridine as a probationary patrol officer.
- (2) Move to approve and execute the Conditional Offer of Employment Agreement with Kraig Raymond Caridine.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Kraig Raymond Caridine** (Caridine).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

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

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

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Caridine is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Caridine agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Caridine's first day of employment with City.
- (2) As a further condition of employment, City shall require and Caridine agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Caridine agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Caridine will be paid for the time Caridine spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Caridine fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Caridine's first day of employment with City, Caridine's employment with City and the Goshen City Police Department shall terminate.

AMENDMENT

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

SEVERABILITY

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

INTEGRATION

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

INDIANA LAW

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

BINDING EFFECT

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

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

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



Kraig Raymond Caridine

Date: 5-3-2021

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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May 10, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with
Kaleb E. Rucker

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Kaleb E. Rucker and approve and execute the attached Conditional Offer of Employment Agreement. The agreement sets forth the conditions that Kaleb E. Rucker must meet prior to beginning employment with the Goshen Police Department as a probationary patrol officer, and requires Kaleb to successfully complete all training requirements once employed. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Kaleb E. Rucker as a probationary patrol officer.
- (2) Move to approve and execute the Conditional Offer of Employment Agreement with Kaleb E. Rucker.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Kaleb E. Rucker** (Rucker).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

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

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

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Rucker is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Rucker agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Rucker's first day of employment with City.
- (2) As a further condition of employment, City shall require and Rucker agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Rucker agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Rucker will be paid for the time Rucker spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Rucker fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Rucker's first day of employment with City, Rucker's employment with City and the Goshen City Police Department shall terminate.

AMENDMENT

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

SEVERABILITY

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

INTEGRATION

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

INDIANA LAW

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

BINDING EFFECT

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

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

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



Kaleb E. Rucker

Date: 5/3/21

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Date: _____

May 6, 2021

Adam Scharf
Clerk-Treasurer
City of Goshen
202 S 5th Street, Suite 2
Goshen, Indiana 46528-3714

Re: Sangha II Convenience Store, 2611 Peddlers Village Road
Driveway width variance request

Dear Mr. Scharf:

We have been working with the City Departments on a project for a new convenience store with fuel pumps on the property at 2611 Peddlers Village Road. This property was formerly used for vehicle sales. We have been able to meet the City requirements on the elements of this project except for the driveway width to Peddlers Village Road.

The existing property has two driveways of 80 and 41 feet to Peddlers Village Road. The city standards allow one driveway with 36 ft. width at the right of way line on the frontage. The proposed development will have one driveway to Peddlers Village Road that will be 45.5 feet wide at the right of way line. This is 9.5 feet more than the city standard. We request a variance for this driveway width. The proposed Site Plan and Boundary and Topographic Survey are included with this request for your reference.

This is necessary to allow for safe turning movements for semi-trucks from Peddlers Village Road into and out of the property. Truck turning exhibits are included with this request for your reference.

Thank you for your consideration of this request.

Sincerely,
Marbach, Brady & Weaver, Inc.

Debra S. Hughes

Debra S. Hughes, P.E.
Senior Professional Engineer

**Marbach, Brady
& Weaver, Inc.**

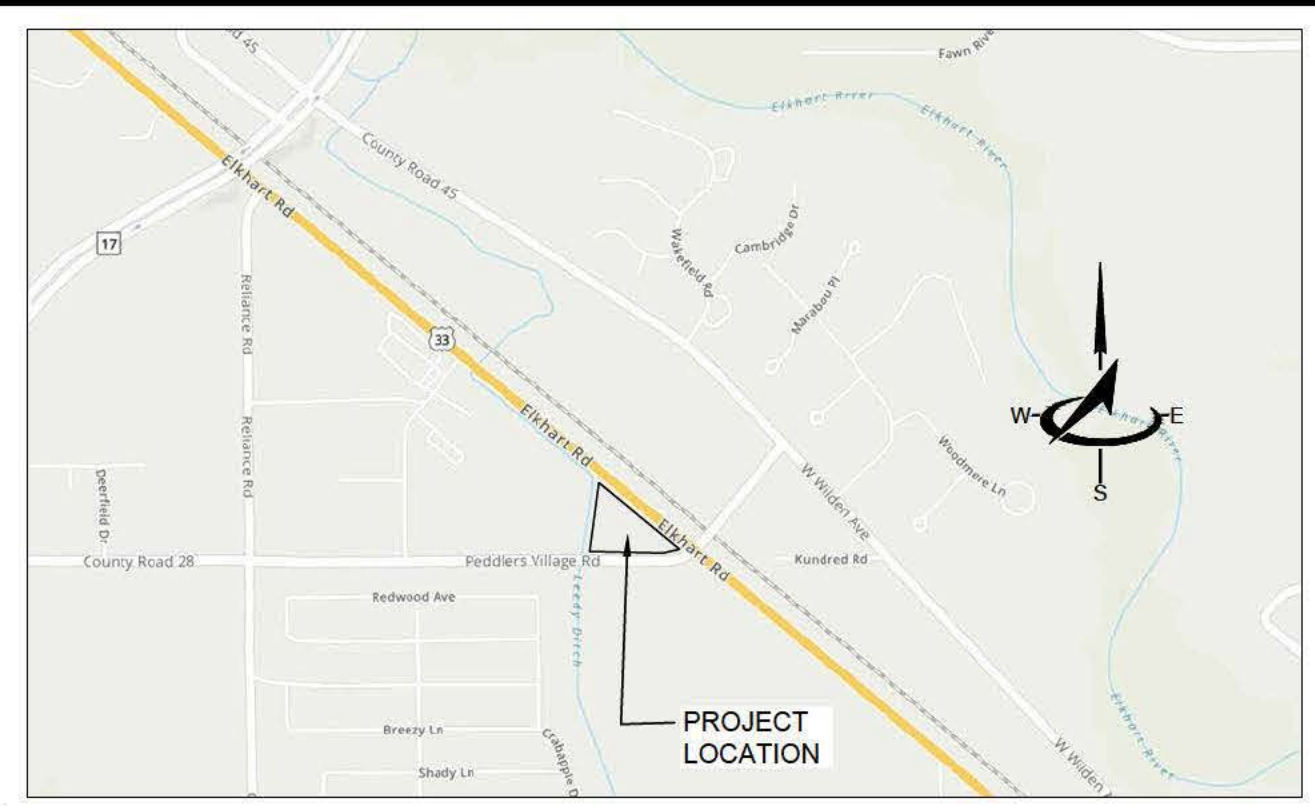
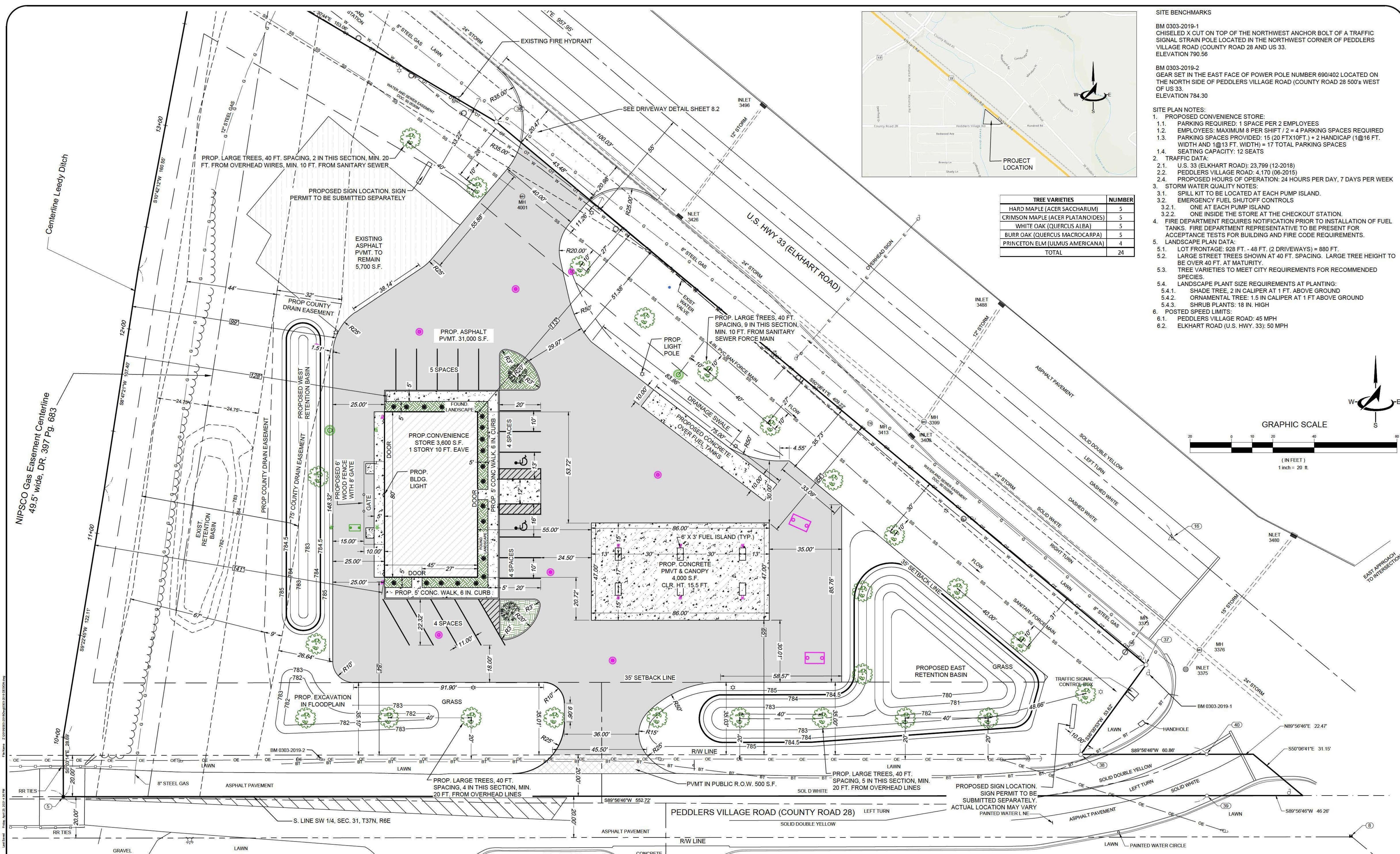
3220 Southview Dr.

Elkhart, IN 46514

574.266.1010

Fax 574.262.3040

info@marbachpls.com



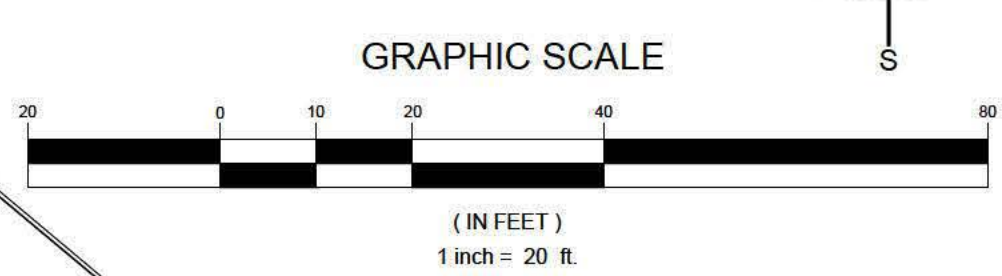
SITE BENCHMARKS

BM 0303-2019-1
CHISELED X CUT ON TOP OF THE NORTHWEST ANCHOR BOLT OF A TRAFFIC SIGNAL STRAIN POLE LOCATED IN THE NORTHWEST CORNER OF PEDDLERS VILLAGE ROAD (COUNTY ROAD 28 AND US 33). ELEVATION 790.56

BM 0303-2019-2
GEAR SET IN THE EAST FACE OF POWER POLE NUMBER 680/402 LOCATED ON THE NORTH SIDE OF PEDDLERS VILLAGE ROAD (COUNTY ROAD 28 500'± WEST OF US 33). ELEVATION 784.30

- SITE PLAN NOTES:**
- PROPOSED CONVENIENCE STORE:
 - PARKING REQUIRED: 1 SPACE PER 2 EMPLOYEES
 - EMPLOYEES: MAXIMUM 8 PER SHIFT / 2 = 4 PARKING SPACES REQUIRED
 - PARKING SPACES PROVIDED: 15 (20 FT X 10 FT.) + 2 HANDICAP (1 @ 16 FT. WIDTH AND 1 @ 13 FT. WIDTH) = 17 TOTAL PARKING SPACES
 - SEATING CAPACITY: 12 SEATS
 - TRAFFIC DATA:
 - U.S. 33 (ELKHART ROAD): 23,799 (12-2018)
 - PEDDLERS VILLAGE ROAD: 4,170 (06-2015)
 - PROPOSED HOURS OF OPERATION: 24 HOURS PER DAY, 7 DAYS PER WEEK
 - STORM WATER QUALITY NOTES:
 - SPILL KIT TO BE LOCATED AT EACH PUMP ISLAND.
 - EMERGENCY FUEL SHUTOFF CONTROLS
 - ONE AT EACH PUMP ISLAND
 - ONE INSIDE THE STORE AT THE CHECKOUT STATION.
 - FIRE DEPARTMENT NOTIFICATION PRIOR TO INSTALLATION OF FUEL TANKS. FIRE DEPARTMENT REPRESENTATIVE TO BE PRESENT FOR ACCEPTANCE TESTS FOR BUILDING AND FIRE CODE REQUIREMENTS.
 - LANDSCAPE PLAN DATA:
 - LOT FRONTAGE: 928 FT. - 48 FT. (2 DRIVEWAYS) = 880 FT.
 - LARGE STREET TREES SHOWN AT 40 FT. SPACING. LARGE TREE HEIGHT TO BE OVER 40 FT. AT MATURITY.
 - TREE VARIETIES TO MEET CITY REQUIREMENTS FOR RECOMMENDED SPECIES
 - LANDSCAPE PLANT SIZE REQUIREMENTS AT PLANTING:
 - SHADE TREE: 2 IN CALIPER AT 1 FT. ABOVE GROUND
 - ORNAMENTAL TREE: 1.5 IN CALIPER AT 1 FT. ABOVE GROUND
 - SHRUB PLANTS: 18 IN. HIGH
 - POSTED SPEED LIMITS:
 - PEDDLERS VILLAGE ROAD: 45 MPH
 - ELKHART ROAD (U.S. HWY. 33): 30 MPH

TREE VARIETIES	NUMBER
HARD MAPLE (ACER SACCHARUM)	5
CRIMSON MAPLE (ACER PLATANOIDES)	5
WHITE OAK (QUERCUS ALBA)	5
BURR OAK (QUERCUS MACROCARPA)	5
PRINCETON ELM (ULMUS AMERICANA)	4
TOTAL	24

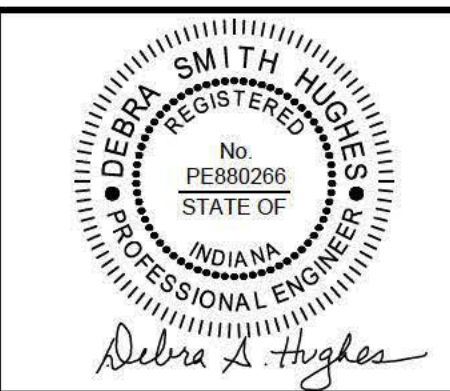


REVISION: 02/02/2021	REVISIONS FOR CITY AND INDOT COMMENTS
REVISION: 03/15/2021	MOVE TREES FOR CITY COMMENTS
REVISION: 04/01/2021	REVISE US 33 DRIVE FOR INDOT COMMENTS
REVISION: 04/14/2021	REVISE LANDSCAPE NOTES, ADD TREES, REVISE SOUTH ENTRANCE FOR CITY COMMENTS
REVISION: 04/21/2021	REVISE TREE TABLE FOR CITY COMMENTS
REVISION:	

Marbach
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Engineering & Surveying Since 1918

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CAD FILE: 0303-2019 DESIGN.dwg
SCALE: 1"=20' HORIZONTAL NONE VERTICAL
DATE OF CERTIFICATION: 04-14-2021
ENGINEER: Debra S. Hughes, PE
DRAWN BY: AKM



PROPOSED SITE DIMENSION PLAN

D&M SANGHA II CONVENIENCE STORE, 2611 PEDDLERS VILLAGE RD,
PT. SW 1/4, SEC. 31, T37N, R6E,
CONCORD TWP., ELKHART CO., CITY OF GOSHEN, INDIANA

JOB NUMBER: 0303-2019 SHEET 1 OF 15 DRAWING NO. A-43681

STORM SEWER STRUCTURE DATA

INLET 3375
GRATE 788.47
INV 15" RCP NE 786.07
BOTTOM 786.07

MANHOLE 3376
RIM 788.94
INV 15" RCP NE 783.64
INV 24" RCP NW 779.44
INV 24" RCP SE 779.44
INV 15" RCP SW 785.24
5" DIA CONCRETE STRUCTURE

MANHOLE 3399
RIM 788.16
INV 24" RCP NW 778.46
INV 24" RCP SE 778.46
INV 12" RCP SW 784.76
INV 15" RCP NE 783.16
BOTTOM 778.46
5" DIA CONCRETE STRUCTURE

INLET 3400
GRATE 787.89
INV 12" RCP NE 785.29
BOTTOM 785.29
2.5" DIA CONCRETE STRUCTURE

INLET 3426
GRATE 787.54
INV 24" RCP NW 777.84
INV 24" RCP SE 777.84
INV 12" RCP NE 782.14
BOTTOM 778.04
5" DIA CONCRETE STRUCTURE

INLET 3455
GRATE 786.77
INV 24" RCP NW 776.77
INV 24" RCP SE 776.57
INV NE UNABLE TO MEASURE
5" DIA CONCRETE STRUCTURE

INLET 3480
GRATE 788.98
OUTSIDE LIMITS
NOT DETAILED

INLET 3488
GRATE 788.20
OUTSIDE LIMITS
NOT DETAILED

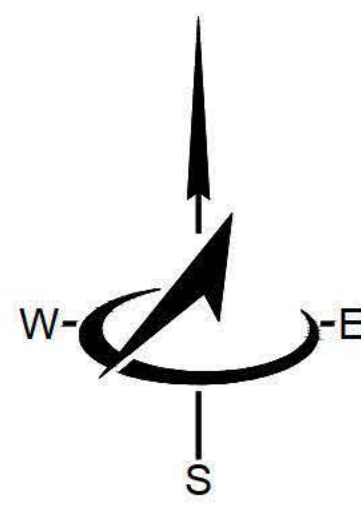
INLET 3496
GRATE 787.53
OUTSIDE LIMITS
NOT DETAILED

INLET 3506
GRATE 786.75
OUTSIDE LIMITS
NOT DETAILED

INLET 3656
GRATE 785.03
INV 12" CMP SW 782.33
BOTTOM 782.33
2.5" DIA CONCRETE STRUCTURE

MANHOLE 3676
RIM 786.40
NOT DETAILED

OWNER:
B&M SANGHA II LLC
DR 2020-09384



MONUMENT DESCRIPTIONS	
5	MAG NAIL FOUND FLUSH
14	1" STEEL BAR IN MONUMENT BOX FOUND FLUSH
16	1" STEEL BAR IN MONUMENT BOX FOUND FLUSH
35	3/4" RCP PIPE WITH CAP "FIRM 13" SET FLUSH
36	3/4" RCP PIPE WITH CAP "FIRM 13" SET FLUSH
37	3/4" RCP PIPE WITH CAP "FIRM 13" SET FLUSH
38	3/4" RCP PIPE WITH CAP "FIRM 13" SET FLUSH
39	MAG NAIL WITH WASHER "FIRM 13" SET FLUSH
40	MAG NAIL WITH WASHER "FIRM 13" SET FLUSH

MONUMENT SYMBOLS		UTILITY SYMBOLS	
	MONUMENT FOUND		UTILITY POLE
	REBAR FOUND		GYUY ANCHOR
	MAG NAIL FOUND		LIGHT POLE
	R/W MARKER FOUND		ELECTRIC METER
	IRON PIPE SET		TELEPHONE SERVICE BOX
	MAG NAIL SET		ELECTRIC CONTROL BOX
OTHER SYMBOLS			
	AIR CONDITIONING UNIT		MANHOLE
	VENT PIPE		CLEAN OUT
	TRAFFIC SIGNAL STRAIN POLE		NLET (ROUND CASTING)
	SIGN		NLET (SQUARE CAST NG)
	SIGN POST		FIRE HYDRANT
LINETYPES			
	OVERHEAD TELEPHONE LINE		BURIED ELECTRIC LINE
	GUARD RAIL		BURIED TELEPHONE LINE
	EXISTING CONTOUR		SANITARY SEWER LINE
			WATER LINE
			GAS LINE
		UTILITIES MARKED BY OTHERS	
			BURIED ELECTRIC LINE
			BURIED TELEPHONE LINE
			SANITARY SEWER LINE
			WATER LINE
			GAS LINE

Land Description DR 90-022338

EXHIBIT A

A part of the fractional Southwest Quarter of Section 31, Township 37 North, Range 6 East, more particularly described as follows:

Beginning at a point on the South line of said fractional quarter section that is 1449.42 feet East of the Southwest corner of said fractional quarter section; thence North at right angles with the south line of said fractional quarter section 738.7 feet to the westerly right-of-way line of the public highway, known as U.S. Highway No. 33; thence southeastwardly along the southwestwardly right-of-way line of said highway to the south line of said fractional quarter section; thence west along the south line of said fractional quarter section 905.7 feet to the place of beginning, containing approximately 7.8 acres of land subject to all existing highways and excepting therefrom a certain parcel thereof containing .153 acres, more or less, heretofore conveyed to the State of Indiana for highway purposes and more particularly described in the deed recorded in Deed Record 317 at page 19 of the records in the office of the Recorder of Elkhart County, Indiana.

Less and excepting the following described real estate:

Tract 1: A part of the fractional Southwest Quarter of Section 31, Township 37 North, Range 6 East, Elkhart County, Indiana and more particularly described as follows: Commencing at the Southwest corner of said Section 31; thence East (assumed) 1449.42 feet, along the South line of said Section 31 and the centerline of CR 28, to the point of beginning of this description; thence North at right angles to the last described line, 689.25 feet, to the Southwesterly Right of Way of U.S. Highway 33; thence South 51 degrees, 03 minutes, 40 seconds East 432.47 feet, along said Right of Way, to the centerline of Leedy Ditch, thence South 08 degrees, 21 minutes, 43 seconds West 421.93 feet, along said centerline, to the South line of said Section 31 and the centerline of CR 28; thence West 275.03 feet along the last described line to the point of beginning, containing 3.98 acres.

Tract 2: A part of the fractional Southwest Quarter of Section 31, Township 37 North, Range 6 East, Elkhart County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said fractional Southwest Quarter thence North 89 degrees 47 minutes East along the South line of said fractional quarter section 2,253.33 feet; thence North 0 degrees 13 minutes West 20 feet to the North boundary of County Road 28 for the Place of Beginning; thence North 35 degrees, 51 minutes 7 seconds East 30.07 feet along existing right-of-way line; thence North 50 degrees 16 minutes 30 seconds West 30.06 feet along the Southwestern right-of-way line of public highway U.S. 33; thence South 35 degrees 51 minutes 7 seconds West 53.81 feet; thence North 89 degrees 47 minutes East 37.11 feet along the North boundary of County Road 28 to the Place of Beginning; said description containing 0.0289 acre, more or less and subject to all easements, restrictions and public right-of-way recorded prior to this description.

Tract 3:

A part of the Fractional Southwest Quarter of Section 31, Township 37 North, Range 6 East, Elkhart County, Indiana, described as follows: Beginning North 89 degrees 47 minutes 00 seconds East 2,277.15 feet (along the south line of said quarter section) and North 0 degrees 13 minutes 00 seconds West 20.00 feet from the Southwest corner of said quarter section, which point of beginning is the intersection of the north boundary of County Road #28 and the western boundary of U.S.R. 33; thence south 89 degrees 47 minutes 00 seconds West 23.82 feet along said north boundary; thence north 35 degrees 51 minutes 07 seconds east 30.77 feet; thence North 50 degrees 16 minutes 30 seconds West 58.61 feet; thence North 50 degrees 16 minutes 00 seconds West 434.91 feet to the Southwestern boundary of U.S.R. 33; thence South 04 degrees 56 minutes 12 seconds East 35.70 feet along said southwestern boundary; thence along said southwestern boundary Southeast 458.60 feet along an arc to the right and having a radius of 18,320.22 feet and subtended by a long chord having a bearing of South 51 degrees 03 minutes 08 seconds East and a length of 458.55 feet to the western boundary of U.S.R. 33; thence south 5 degrees 04 minutes 40 seconds west 38.50 feet along said western boundary to the point of beginning and containing 0.153 acres, more or less.

SURVEYOR'S REPORT

This is a retracement survey of land conveyed to R & M Partnership by Warranty Deed in Document 90-022338, in the Office of the Recorder of Elkhart County, Indiana.

Reference Documents:

- 1969 INDOT Right-of-way Plans US 33
- 1969 INDOT Construction Plans US 33
- 1980 Weaver Survey WA-2088
- 1994 Boundary survey by Stackhouse A-15094
- 1995 ALTA / ACSM Land Title Survey by Stackhouse A-15419
- 2013 ALTA / ACSM Land Title Survey JPR D-33981
- 2013 Growing Kids Learning Center Plat JPR C-33684
- Elkhart County Surveyor's Section Corner Data
- Owner's Deed
- Adjoining Deeds

Monuments were found at the Southeast corner and Southwest corner of the Southwest Quarter of Section 31 per the County Surveyor's data sheets. Which also agreed with that above referenced surveys. This established the South line of this parcel. These points were accepted as careful and faithful perpetuation of the original corners. Estimated uncertainty, 0.4 feet.

Two monuments numbered 14 and 16 were recovered along the centerline of US 33. Using the Right of way plans, the distance between these monuments checked with 0.15 feet. Using the plans and the station and offset callouts the R/W lines were re-created per plan. This location was also confirmed by two of the exception descriptions within the owner's deed. The original 20' of Road ROW on the North side of CR 28 was not acquired by INDOT based on the information we found. The estimated uncertainty of the ROW lines is 0.3'

A MAG nail was recovered on the section line at the southwest corner of this property, in the centerline of Leedy Ditch per the record distance.

The West line of this parcel was established along the existing centerline of Leedy Ditch as shown.

There were no other visible lines of occupation observed during the course of this survey.

The relative positional accuracies due to random errors in measurement are within the specifications for an urban survey (0.07 feet plus 50 parts per million) as defined in IAC 865.

I am a professional surveyor licensed in the State of Indiana and this survey has been conducted under my direct supervision.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

SIGNED SURVEY DOCUMENT
AVAILABLE UPON REQUEST
Christian F. Marbach, PS #880002

SANITARY SEWER STRUCTURE DATA
MANHOLE 3676
RIM 786.40
NOT DETAILED
MANHOLE 4001
RIM 785.55
TOP OF 6" - 8" PIPE 781.15 NW & SE
4" DIA CONCRETE STRUCTURE

TRAFFIC MANHOLE DATA
MANHOLE 3373
RIM 789.32
TRAFFIC MANHOLE
NOT DETAILED
MANHOLE 3413
RIM 788.61
TRAFFIC MANHOLE
NOT DETAILED

2.973 Acres

GENERAL INFORMATION:

THE PURPOSE OF THIS SURVEY IS TO COLLECT DATA NEEDED FOR THE DESIGN OF SITE IMPROVEMENTS.

HORIZONTAL AND VERTICAL DATA IS BASED ON A SOLUTION DERIVED FROM GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS PROCESSED BY INDOT CONTINUOUSLY OPERATING REFERENCE STATIONS. THE COORDINATE SYSTEM IS US STATE PLANE 1983, NAD 1983 (CONUS), INDIANA EAST ZONE. GROUND ELEVATIONS ARE BASED UPON SAID INDOT SOLUTION AND ARE ON THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88). THIS ORTHOMETRIC ELEVATION WAS DERIVED UTILIZING THE MOST RECENT GEOID MODEL (GEOID12B).

TO VIEW ADDITIONAL SPOT ELEVATIONS IN THIS DRAWING FILE THAW LAYERS PNT_*****.

UTILITY NOTES:

A CALL WAS PLACED TO INDIANA 811 ON 9-6-19 REQUESTING THE LOCATION OF BURIED UTILITIES FOR THIS PROJECT. TICKET NUMBER 1909064197 WAS ISSUED. ALL BURIED UTILITIES MARKED AS A RESULT OF THE CALL WERE LOCATED IN THE FIELD AND ARE SHOWN. OTHER BURIED UTILITIES MAY EXIST ON THIS SITE THAT WERE NOT MARKED.
A CALL WAS PLACED TO GOSHEN UTILITIES ON 9-30-19. THE WATER AND SANITARY LINE MARKED AS A RESULT OF THE CALL WERE LOCATED IN THE FIELD AND ARE SHOWN.

ALL SEWER STRUCTURE DATA SHOWN IS BASED ON MEASUREMENTS TAKEN FROM THE RIMS OR GRATES OF THE STRUCTURES. NO ATTEMPT WAS MADE TO ENTER ANY STRUCTURES TO TAKE DIRECT MEASUREMENTS.

SITE BENCHMARKS

BM 0303-2019-1
CHISELED X CUT ON TOP OF THE NORTHWEST ANCHOR BOLT OF A TRAFFIC SIGNAL STRAIN POLE LOCATED IN THE NORTHWEST CORNER OF PEDDLERS VILLAGE ROAD (COUNTY ROAD 28) AND US 33.
ELEVATION 790.56

BM 0303-2019-2
GEAR SET IN THE EAST FACE OF POWER POLE NUMBER 690/402 LOCATED ON THE NORTH SIDE OF PEDDLERS VILLAGE ROAD (COUNTY ROAD 28) 500'± WEST OF US 33.
ELEVATION 784.30

Flood Note

Based on scaling from the Flood Insurance Rate Map of Elkhart County, Indiana, Map Number 18039C232D, Dated August 2, 2011, the property is located within Zone X.

SCALE: 1"=30'	
DATE OF FIELDWORK: 9/26/2019	
DATE OF DRAWING: 9/27/2019	
DATE OF CERTIFICATION: 04-14-2021	
DATE	REVISION
10/7/2019	Added Sanitary Force Main
10/7/2019	Added Water Main
CAD FILE: 0303-2019 DESIGN.dwg	
JOB NUMBER	DRAWN BY
0303-2019	HOB

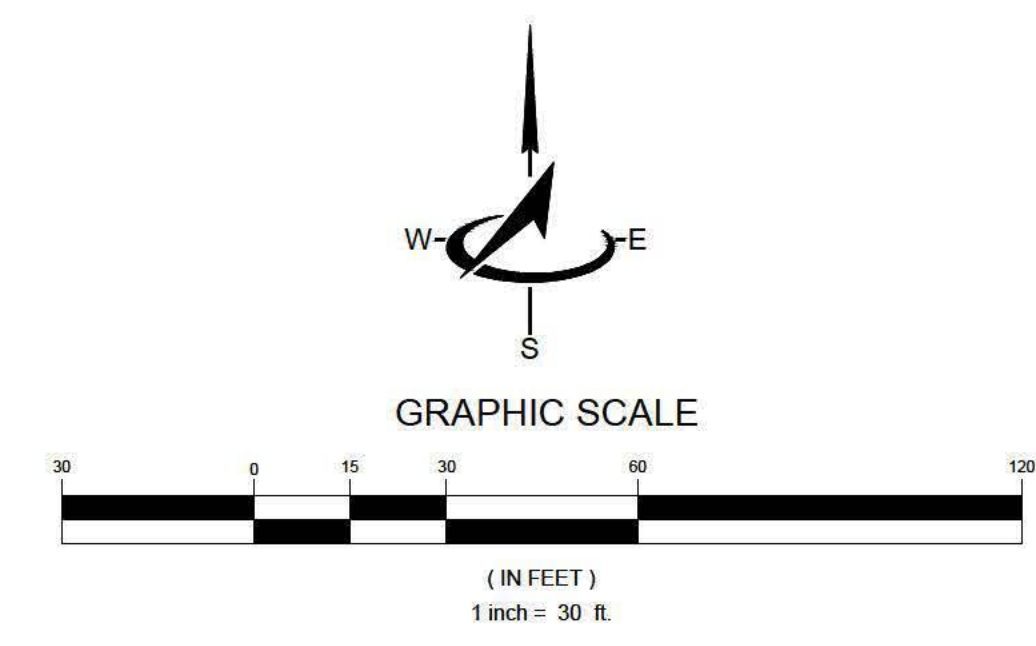
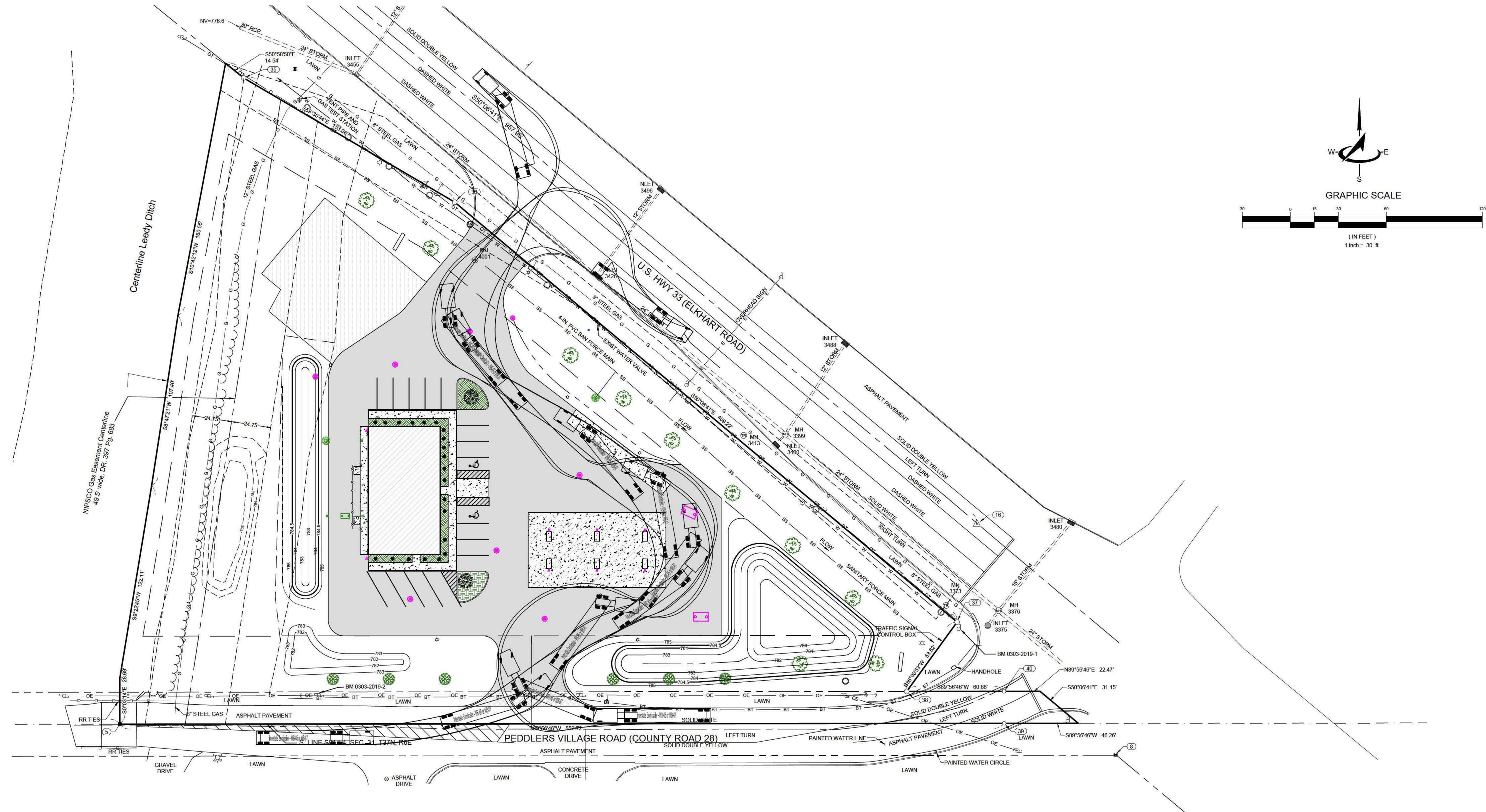
BOUNDARY AND TOPOGRAPHIC SURVEY

2611 PEDDLERS VILLAGE ROAD
PT. SW 1/4, SEC. 31, T37N, R6E
CONCORD TOWNSHIP, ELKHART COUNTY
CITY OF GOSHEN, INDIANA

3220 Southview Drive
Elkhart, Indiana 46514
(574) 266-1010
Fax: (574) 262-3040
info@marbach.us
www.marbach.us

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REVISION:	
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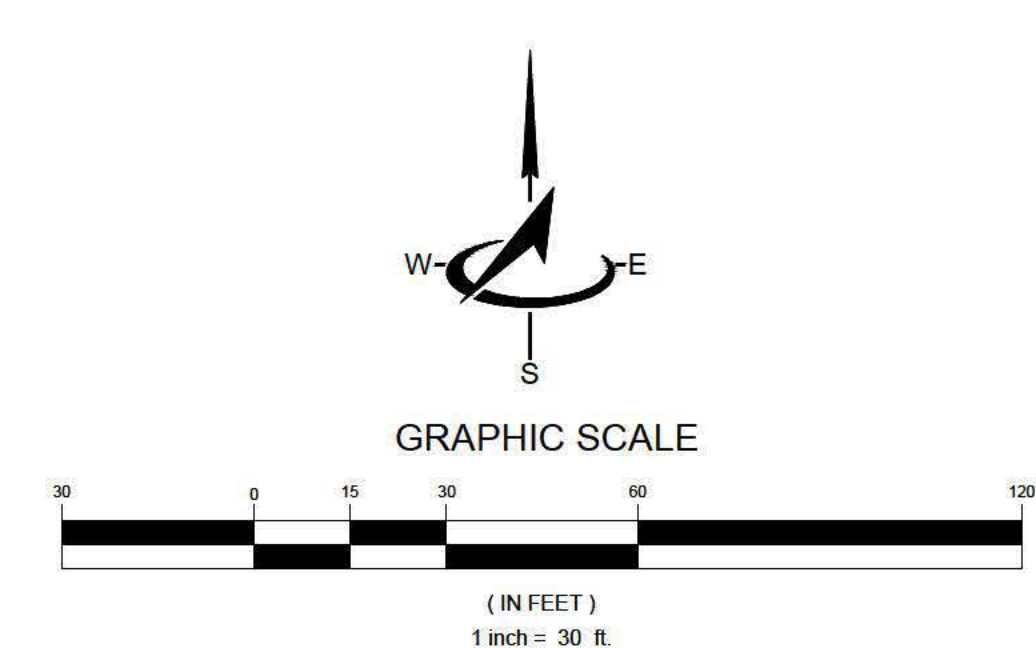
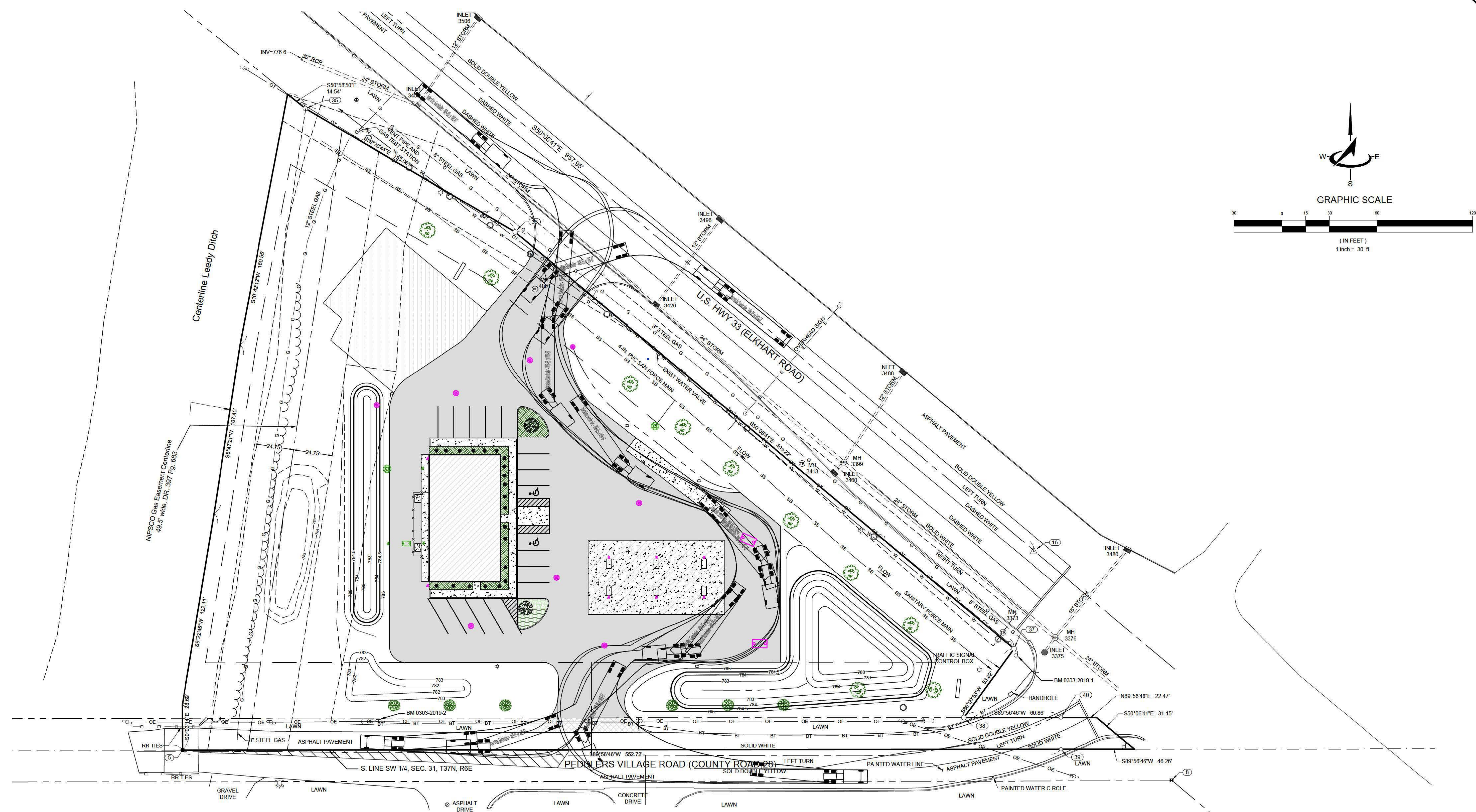
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CAD FILE: 0303-2019 DESIGN.dwg
SCALE: 1"=30' HORIZONTAL NONE VERTICAL
DATE OF CERTIFICATION: 04-01-2021
ENGINEER: Debra S. Hughes, PE
DRAWN BY: AKM

PROPOSED SEMI TRUCK TURNING PATHS

D&M SANGHA II CONVENIENCE STORE, 2611 PEDDLERS VILLAGE RD,
PT. SW ¼, SEC. 31, T37N, R6E,
CONCORD TWP., ELKHART CO., CITY OF GOSHEN, INDIANA

JOB NUMBER: 0303-2019	SHEET 1 OF 2	DRAWING NO. EXHIBIT 2
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CAD FILE: 0303-2019 DESIGN.dwg
SCALE: 1"=30' HORIZONTAL NONE VERTICAL
DATE OF CERTIFICATION: 04-01-2021
ENGINEER: Debra S. Hughes, PE
DRAWN BY: AKM

PROPOSED SEMI TRUCK TURNING PATHS		
D&M SANGHA II CONVENIENCE STORE, 2611 PEDDLERS VILLAGE RD, PT. SW ¼, SEC. 31, T37N, R6E, CONCORD TWP., ELKHART CO., CITY OF GOSHEN, INDIANA		
JOB NUMBER: 0303-2019	SHEET 2 OF 2	DRAWING NO. EXHIBIT 2

From: Dale Klassen [REDACTED]
Sent: Thursday, May 6, 2021 3:34 PM
To: Corwin, Josh <joshcorwin@goshencity.com>
Subject: Draft proposal for BOW. Dale Klassen, Garage.

To: Board of Works, City of Goshen.

My name is Dale Klassen. I live at 619 S 7th St, Goshen, IN. I own 1201 E Plymouth Ave where I wish to place a used 24' by 24' garage. I have a variance approved and a building permit for this project.

The Goshen College facilities director has offered me a 24' by 24' garage if I can remove it by June 1st. I wish to move this garage to 1201 E Plymouth instead of building a new one.

My request is for street closures and blocking of traffic on College Ave and Plymouth Ave as the garage crosses those streets. As the garage is 24' wide it will have to travel down the center of the streets. This does not allow for any parked cars in its path.

The proposed route is as follows:

10th street North from College Ave to New York St. Right turn at New York. East across 11th street to 12th street. Left turn at 12th street and proceeding North to Douglas St. Right turn at Douglas St and proceeding East to 15th street. Right turn at 15th St and continuing to destination on the East side of the road.

As Noted I will be crossing College Ave and Plymouth Ave. I would expect these crossings to be very brief. The longest road closure would be 15th street blocked at Plymouth Ave and at Douglas street. This closure could take up to an hour depending on the success of positioning the garage on the new foundation.

As a contractor I have liability insurance and so does the excavating company that would transport the garage. The garage would be moved using an equipment trailer with three single axles and a small dump truck that typically pulls this trailer. This truck and trailer haul the excavator/ back hoe that is used in their business. While not knowing the specific weight of the garage the owner of the trailer assures me that the garage is significantly lighter than his equipment.

The proposed day of moving is Thursday the 27th with a fallback date of Friday the 28th. Starting time of 8:00 with a finishing time of 1 p.m. It is my hope that this is ample time to do the job. Actual driving time should take around an hour.

Thank you for considering this request.

Sincerely -----Dale Klassen



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

10 May 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Invoice Cloud Onboarding Forms and Agreements

The City has contracted with Invoice Cloud, Inc. for certain billing, payment collection, and credit card processing services for both Civil City and Utilities. The onboarding process, among other things, requires numerous forms and agreements. This includes an agreement with Paymentech, LLC aka Chase Merchant Services for itself and on behalf of JPMorgan Chase Bank, N.A.

Suggested Motion:

Approve the attached agreements and forms related to the onboarding process for Invoice Cloud, Inc. and authorize the Clerk-Treasurer to sign.



**SUBMITTER MERCHANT
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

Paymentech, LLC, also known as Chase Merchant Services (“CMS”, “we”, or “us”), for itself and on behalf of JPMorgan Chase Bank, N.A. (“Chase”), is excited about the opportunity to join **Invoice Cloud, Inc.** (referred to herein as “Submitter”) in providing you, the Merchant signing below (hereinafter referred to as “you” or “Merchant”) with state-of-the-art payment processing services.

When you use the services of Submitter to receive payments for Transactions initiated by Card or by ECP, those Transactions are processed by us through systems and networks owned by the Networks, each of which maintains its own set of Network Rules governing Transactions processed over such Network.

The Network Rules, generally require that we have a direct contract with each merchant for which we process payment transactions through the Network, and this agreement (this “Agreement”) contains certain contractual commitments required by the Network Rules to be contained in each such contract.

1. Compliance with Network Rules, Applicable Law and User Guide; Network Liabilities.

You agree to comply with the Network Rules (including the Security Standards) of each Network, as they pertain to the Transactions you submit to us (directly or via Submitter) for processing through Submitter. You shall not, through act or omission, cause CMS or Chase to violate any Network Rules. You shall perform your obligations under this Agreement in compliance with all applicable federal, state and local laws and regulations and shall not submit any Transaction that it knows to be illegal. CMS reserves the right to temporarily suspend funding or refuse to process any Transaction if we reasonably suspect that it was prepared in violation of any provision of this Agreement, applicable law, or the Network Rules. You agree to pay any and all fines, fees, penalties, liabilities, charges and other amounts which may be imposed or assessed by the Networks on you, Chase or CMS as a result of your actions, omissions, Transactions, Chargebacks or Returns, including without limitation, your failure to comply with the Network Rules, this Agreement or any Security Standards (the “Network Liabilities”).

2. Your Transactions; Chargebacks and Returns.

You represent and warrant that you will only use our services and submit Transactions for processing which represent the sale or lease of goods or the provision of services by you to a Customer and not on behalf of any third-party seller. You shall have full liability for all Chargebacks (with respect to Card Transactions) and all Returns (with respect to ECP Transactions), as may be assessed in accordance with the applicable Network Rules, provided, however, that in the event that any Chargeback or Return is ultimately reversed by the applicable Network in your favor, CMS shall refund you for the amount thereof.

3. Settlement and Funding.

- (a) CMS will submit your Transactions to the applicable Network for processing, and thereafter will provisionally fund the Settlement Account (as defined below).
- (b) You must designate at least one bank account for the deposit and settlement of funds and the debit of any fees and costs associated with CMS’s processing of the Transactions (all such designated bank accounts shall be collectively referred to herein as the “Settlement Account”). You authorize CMS to initiate electronic credit entries, debit entries, and adjustments to your Settlement Account for amounts due to or from you in connection with this Agreement. CMS will not be liable for any delays in receipt of funds or errors in Settlement Account entries caused by third parties, including but not limited to delays or errors by Submitter, the Networks, or your bank.
- (c) Unless otherwise agreed, the dollar amount payable to you for your Transactions will be equal to the amount submitted by you in connection with your sale Transactions, minus the sum of amounts due from you, including Refunds, Chargebacks, Returns, Network Liabilities, and all applicable charges and adjustments; provided, however, that in the event we fail to withhold any such amounts from your Transaction proceeds, we may debit your Settlement Account for such amounts ;
- (d) If we fail to withhold any Refunds, Returns, Chargebacks, Network Liabilities or other charges or amounts due from the proceeds payable to the Settlement Account (including where such proceeds are insufficient to cover such obligations), or if the Settlement Account does not have a sufficient balance to pay amounts due from you under these guidelines, we may pursue one or more of the following options: (i) demand and receive immediate payment for such amounts; (ii) debit the Settlement Account for the amount of the negative balance; (iii) withhold settlement payments to the Settlement Account until all amounts are paid, (iv) delay

presentation of refunds until a payment is made to us of a sufficient amount to cover the negative balance; and (v) pursue any remedies we may have at law or in equity.

(e) To the extent you or Submitter elect to assess a Convenience Fee for eligible Transactions, and unless otherwise agreed to in writing, you hereby acknowledge and agree that such Convenience(i) all Convenience Fee Transactions will be submitted by Submitter to CMS under the terms of the separate agreement in place between CMS and Submitter, (ii) all CMS processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iii) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, and (iv) settlement funding for Convenience Fee transactions will be paid directly to a bank account designated by Submitter.

4. Specific Requirements, Representations and Warranties Relating to ACH Transactions.

(a) The NACHA Operating Rules ("NACHA Rules") are the applicable Network Rules governing your ECP Transactions that utilize the ACH network, including, without limitation, ACH, ARC, TEL and WEB Transactions ("ACH Transactions"). You are responsible for complying with the NACHA Rules as set forth in Section 1 of this Agreement. The originating depository financial institution which CMS uses (currently Chase) to originate and process your ACH Transactions (the "ODFI", as that term is further defined in the NACHA Rules) retains the right to reject or delay any ACH Transaction, to execute an ACH Transaction through any clearing house or channel it deems appropriate, to terminate or suspend your right to originate ACH Transactions, or to audit your compliance with the NACHA Rules.

(b) Any credit made to your Customer's account as a result of an ACH Transaction originated by you (e.g., an issuance of a refund) is provisional until your Customer's receiving depository financial institution (the "RDFI", as further defined in the NACHA Rules) receives final settlement for such entry through a Federal Reserve Bank. If final settlement is not received by the RDFI, the RDFI will receive a refund from your Customer, and your Customer will not be deemed to have been paid by you.

(c) You represent and warrant that: (i) each ACH Transaction you originate will comply with all applicable laws and NACHA Rules; (ii) you will not originate any ACH Transaction as a Third Party Sender (as that term is defined in the NACHA Rules) and will not allow any third party to originate an ACH Transaction through your account under this Agreement; (iii) all ACH Transactions resulting in a debit to the Customer will be authorized by the Customer in writing and signed or similarly authenticated in a manner that complies with the NACHA Rules; (iv) you will obtain and retain proper authorization, in accordance with all applicable laws and the NACHA Rules, for each initiation of an ACH debit or credit to a Customer's account, and will make copies thereof available to us upon request; and (v) you hereby make to us, and certify compliance with, all warranties that we or the ODFI make, or are deemed to make, under the NACHA Rules, in connection with any ACH Transaction you originate.

5. Safeguarding Account Information; Security Standards.

(a) By accepting Card and ECP payments from your Customers, you acknowledge and understand the importance of protecting Transactions and Account Information and complying with the applicable Network Rules, Security Standards, and applicable law. You also acknowledges the heightened risk associated with access to Transactions and Account Information, and, to the extent you do have access to Transactions and Account Information, you must establish policies and procedures to protect such information in conformity with the Network Rules, Security Standards, and applicable law, including the storage and disclosure of such information. You shall exercise reasonable care to prevent use or disclosure of Transactions, Account Information, other than as necessary to complete a Transaction or as otherwise specifically permitted by the Network Rules or required by applicable law. If at any time you determine or suspect that Transactions or Account Information have been compromised, you must notify CMS immediately and assist in providing notification to such parties as may be required by law or Network Rules, or as CMS otherwise reasonably deems necessary. You further agree to provide CMS, upon its request, with information related to your compliance with the Network Rules and Security Standards as may from time to time be required by the Networks or reasonably requested by us.

(b) You acknowledge that failure to comply with the Network Rules, including the Security Standards, or the occurrence of a Data Compromise Event, may result in assessments, fines and/or penalties by the Networks. In the event CMS or Chase incurs any damage, loss, liability or expense as a result of any such failure or occurrence, including, without limitation, any Network Liability, you shall reimburse CMS and Chase, as applicable, immediately for all such amounts. Furthermore, if any Network requires a forensic examination of you or any of your agents, business partners, contractors, or subcontractors due to a Data Compromise Event, you agree to cooperate with such forensic examination until it is completed, including, without limitation, the engagement of an examiner acceptable to the relevant Network. Notwithstanding the foregoing, the Networks may directly, or demand that CMS, engage an examiner on your behalf in order to expedite the investigation of the Data Compromise Event.

6. Merchant Taxpayer Certification and CMS Reporting Obligations.

Upon request from time to time, Merchant shall provide CMS with the appropriate taxpayer certification documentation, via Internal Revenue Service (IRS) Form W-9 (or the appropriate versions of Form W-8, if applicable). Merchant shall promptly notify CMS if there are any changes in this information. CMS may deduct withholding taxes, if any, from proceeds payable to Merchant or any entity that is a party to this agreement where required under applicable law. CMS may, in accordance with applicable law and from time to time during the term of this Agreement, request Merchant to recertify its taxpayer certification hereunder. Furthermore, Merchant shall be responsible for any penalties related to the reporting obligations of CMS hereunder to the extent such penalties accrue based on the actions or inactions of Merchant despite reasonable notice from CMS.

7. Amendments and Updates.

We reserve the right to update or amend this Agreement from time to time, including as may be required to ensure compliance with the Network Rules, applicable law, or the policies, procedures or requirements of the ODFI. In such event, we will provide you with the changes, or with an updated copy of this Agreement, and your continued use of our processing services after your receipt of such changes shall constitute your agreement to comply with the Agreement as so amended.

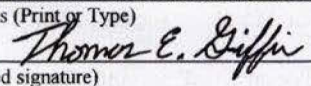
8. Definitions.

- (a) **"Card"** means a physical or virtual credit, debit card, pre-paid card, or stored value card, or any evidence thereof (e.g. account number, access number, token, code, payment credential, or other form factor or access device), or any device, mobile application, digital wallet or other technology, medium or method (regardless of form) used to access an account or account number associated therewith and through which Network payment services are delivered, authorized and established between a Customer and a Network, or representatives or members of a Card Network that Merchant accepts from Customers as payment for goods or services.
- (b) **"Account Information"** is information related to a Customer or the Customer's Card or any bank account, depository account, or other account maintained by the Customer, and that is obtained by you or Submitter from the Customer's Card or any check provided by the Customer, or that is otherwise obtained by you from the Customer in connection with a Transaction (for example, an account number, a security code, a PIN number, or the customer's zip code when provided as part of an address verification system). Without limiting the foregoing, such information may include a the Card account number, a bank account number, a card expiration date, the Customer's name or date of birth, PIN data, security code data (such as CVV2 and CVC2) and any data read, scanned, imprinted, or otherwise obtained from the Card or any check printed thereon, or magnetically, electronically or otherwise stored thereon.
- (c) **"ACH"** means Automated Clearing House.
- (d) **"Chargeback"** is a rejection, reversal or return of a Transaction you previously presented to CMS, as permitted and governed by the applicable Network Rules. The term Chargeback shall include any Return of an ECP Transaction.
- (e) **"Convenience Fee"** is a charge to a Customer's for the convenience of using the payment channel offered by Merchant through Submitter.
- (f) **"Customer"** is the person or entity to whom a Card is issued or who is otherwise authorized to use a Card and who initiates a payment with you relating to a Transaction.
- (g) **"Data Compromise Event"** means an occurrence that results, or could result, directly or indirectly, in the unauthorized access to or disclosure of Transactions and/or Account Information.
- (h) **"ECP"** means electronic check processing as a means of receiving or making payment in connection with a Transaction or Refund. ECP includes various products of a type supported by CMS, including, without limitation, ACH, ARC, CCD, EFT, POP, PPD, TEL, WEB and Facsimile Draft.
- (i) **"Chase"** is JPMorgan Chase Bank, N.A. or other entity providing sponsorship to CMS as required by all applicable Networks. Your acceptance of Network products is extended by the Chase.
- (j) **"Network"** is any payment method provider whose payment method is accepted by you from your Customers and which is accepted by CMS for processing, including, but not limited to, Visa, Inc., MasterCard International, Inc., Discover Financial Services, LLC and other credit and debit card providers, debit network providers. Network also includes the National Automated Clearing House Association ("NACHA"), with respect to Transactions involving any credit or debit entry processed over the ACH network, and any other network or clearing house over which any ECP Transactions may be processed.
- (k) **"Network Rules"** are the standards, bylaws, rules, and operating regulations, as they exist from time to time, of the various Networks, and includes the Security Standards.
- (l) **"CMS", "we", "our", and "us"** is Paymentech, LLC, a Delaware limited liability company, having its principal office at 8181 Communications Parkway, Plano, Texas 75024.
- (m) **"Refund"** means any refund or credit issued for any reason, including, without limitation, for a return of merchandise or cancellation of services, and any adjustment of a Transaction.

- (n) **“Return”** means any rejection, reversal or return of an ECP Transaction or ACH debit entry you previously presented to CMS, as permitted and governed by the applicable Network Rules.
- (o) **“Security Standards”** are all rules, regulations, standards or guidelines adopted or required by the Networks or the Payment Card Industry Security Standards Council relating to privacy, data security and the safeguarding, disclosure and handling of Account Information, including but not limited to the Payment Card Industry Data Security Standards (“PCI DSS”), Visa’s Cardholder Information Security Program, Discover’s Information Security & Compliance Program, American Express’s Data Security Operating Policy, MasterCard’s Site Data Protection Program, MasterCard’s POS Terminal Security program and the Payment Card Industry PIN Entry Device Standard, in each case as they may be amended from time to time.
- (p) **“Transaction”** is a transaction conducted between a Customer and you utilizing a Card or ECP for payment in connection with the sale of goods or the lease or provision of services by you (either directly or through Submitter). Transaction may also be used to refer to the written or electronic record of such a transaction, including, without limitation, an authorization code, settlement record, ECP file, or a credit or debit entry pursuant to and consistent with NACHA Rules which is submitted to CMS to initiate or evidence a Transaction.
- (q) **“Transaction Receipt”** means an electronic or paper record of a Transaction generated upon completion of a sale or Refund, a copy of which is presented to the Customer.

By signing below you agree to comply with the foregoing terms.

Agreed and Accepted by:

Invoice Cloud, Inc.
 SUBMITTER LEGAL NAME (Print or Type)
35 Braintree Hill Office Pk. Ste 100, Braintree, MA 02184
 Legal Address (Print or Type)

 By (authorized signature)
 Thomas E. Griffin, President
 By, Name, Title (Print or Type)
3/12/2021
 Date

Agreed and Accepted by:

PAYMENTECH, LLC, for itself and on behalf of
 JPMORGAN CHASE BANK, N.A.
 By: _____
 Print Name: _____
 Title: _____
 Address: 8181 Communications Pkwy, Plano, TX 75024
 Date: _____

Agreed and Accepted by:

City of Goshen
 MERCHANT LEGAL NAME (Print or Type)
202 South 5th Street, Goshen, IN 46528
 Legal Address (Print or Type)

 By (authorized signature)
 Adam Scharf, Clerk Treasurer
 By, Name, Title (Print or Type)
3/12/2021
 Date

Additional Company Application




Please print clearly.


If you make any corrections to your information in the Application, you MUST initial each change.


THIS SECTION IS FOR INTERNAL USE ONLY	
Application ID:	ECID:
Submitted by:	Model from Merch #:
	Company #:

What is this form? A Customer (you, your) can use this form to apply to add a location to receive services from Paymentech, LLC and JPMorgan Chase Bank, N.A. ("us", "we", or "our").

How do you complete the form? Complete all 3 parts, then print and sign the final version. Keep a copy for your records.

 The Customer section verifies your identity, which is necessary to comply with our policies designed to prevent money laundering and the funding of terrorism. Federal law requires us to obtain, verify and record certain information that identifies each person who opens an account with us.

 The Ownership section identifies the type of ownership for your business.

 The Certification section confirms that the Authorized Representative(s) has read and agreed to this document.

If you make any corrections to your information in the Application, you MUST initial each change.

Part 1: Customer

Complete all fields below

1.1 Company Information To help prevent the funding of terrorism and money laundering activities, Federal law and JPMC policies require us to obtain, verify, and record information that identifies each person who opens an account. In order to comply with these requirements, we will ask for your business name, physical address, and government identification number in order to verify your identity.

Legal Name of Company to be Amended to the Agreement	City of Goshen	Business Start / Date of Incorporation (MM/DD/YYYY)	1/1/1831		
Physical Address (No PO Box or Paid Mail Box)	202 South 5th Street				
City	Goshen	State	IN	Zip Code	46528
Taxpayer ID / EIN	35-6001045	Registered Trade Name (DBA)			
Primary Contact Name	Adam Scharf	Phone	[REDACTED]		

Business Type

Ownership Type Public Private Not - For - Profit Subsidiary of Public Company

↳ Ticker Symbol

↳ Stock Exchange

Other : Municipal/Local Government

Entity Type: Individual / Sole Proprietor Corporation Partnership

Government - Gov. Website URL <https://goshenindiana.org/>

LLC - If LLC, Taxed As:

Business Description (Primary source of revenue for legal entity)

Utilities

Do you permit or have you issued Bearer Shares? No Yes

State of Formation	Date of Formation	Trading Symbol	Fiscal Year End (MM/DD/YYYY)
Indiana	1/1/1831		

Has Merchant Ever Filed For Bankruptcy?	If, Yes, What Chapter?	Filing Date	Emergence Date
No			

Are the Financials of the Additional Company Stand Alone or Consolidated?	If, Consolidated, indicate name of the company the financials are included in
Stand Alone	

What is the relationship between the additional company and the company which entered the agreement?

Other Relationship

Biller of Invoice Cloud, Inc.

If you make any corrections to your information in the Application, you MUST initial each change.

Part 2: Ownership

Each owner signing authorizes JPMorgan Chase Bank N.A. And Paymentech, LLC as part of this investigation, to obtain and review Third Party Credit Bureau Reports on Such Owner. Ownership details must be provided for each Individual or Legal Entity Owner with a 10% or greater ownership interest.

2.1 Owner # 1

Name (Individual/Sole Proprietor or Entity or Parent Company)				SSN/EIN* or <input type="checkbox"/> Non- US Person
Corporate Title			Percent of Ownership	%
Is the Owner listed above publicly traded?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Stock Exchange	Ticker Symbol
Street Address (Individual/Sole Provider use home address) (No PO Box or Paid Mail Box)				
City		State		ZIP Code
Country of Domicile		Date of Birth		Phone
*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted	Government Issued ID #			
	Type of ID (ex. Passport)			
	Country of Issuance			

2.2 Owner # 2

Name (Individual/Sole Proprietor or Entity or Parent Company)				SSN/EIN* or <input type="checkbox"/> Non- US Person
Corporate Title			Percent of Ownership	%
Is the Owner listed above publicly traded?	<input type="checkbox"/> No	<input type="checkbox"/> Yes	Stock Exchange	Ticker Symbol
Street Address (Individual/Sole Provider use home address) (No PO Box or Paid Mail Box)				
City		State		ZIP Code
Country of Domicile		Date of Birth		Phone
*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted	Government Issued ID #			
	Type of ID (ex. Passport)			
	Country of Issuance			
Do you have any additional Owners (not listed above) that have 10% or greater ownership, either directly or indirectly? (If an entity/parent company is listed in section 2 above that has 10% or greater ownership of the applicant, identify any owners (individuals and/or entities) of the entity/parent company that ultimately have 10% or greater ownership in the applicant on the additional owner/officer addendum (sales representative will provide)	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes ↳ Owner/Officer Addendum required (Sales Representative will provide)			

If you make any corrections to your information in the Application, you MUST initial each change.

2.3 Controlling Officer (an individual with significant responsibility for managing the legal entity)

Name	Adam Scharf	SSN/EIN*	N/A
		Date of Birth	N/A

What is this officer's role?

Key Decision Maker (i.e. Senior Mgr.) Chief Executive Officer Chief Executive Officer
 Chief Operations Officer Chairman President Other (specify): Clerk Treasurer

↳ Sections above require a Date of Birth and SSN/EIN* (or if you selected "Not – For -Profit" in section 1.2)

Board of Directors
↳ Select one: Voting Non-voting

Street Address (Provide home address) (No PO Box or Paid Mail Box)	202 South 5th Street
--	----------------------

City	Goshen	State	IN
Country	USA	ZIP Code	46528

*For Non-US Persons: Social Security Number, Passport Number and Country of Issuance (or other similar identification number) may be substituted

Government Issued ID #	
Type of ID (ex. Passport)	
Country of Issuance	

2.4 Authorized Representative

Name	Adam Scharf
Street Address (if individual use home address) (No PO Box or Paid Mail Box)	202 South 5th Street

City	Goshen	State	IN
Country	USA	ZIP Code	46528

If you make any corrections to your information in the Application, you MUST initial each change.

Part 3: Certification

3.1 Authorized Administrator for Account Boarding

Authorized Administrator for purposes of account boarding and implementation means an owner, partner, officer, employee or other agent of the merchant that has been appointed by an executive of merchant and who is duly authorized to provide information and execute documentation on behalf of and related to merchant in order to facilitate the initial set up of merchant's account with Chase Paymentech. Per Chase Paymentech policy, authorized administrators are not permitted to modify the merchant's account with Chase Paymentech after completion of the initial set up of merchant's account. Such changes must be made, by an executive or financial contact, as applicable and as those roles are defined by merchant.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	Adam Scharf	Merchant Signature	
Merchant Title (Printed)	Clerk Treasurer	Date	
Telephone Number	574-533-8625	Email Address	clerktreasurer@goshencity.com

3.2 Certification

I, the undersigned, being an officer/principal of City of Goshen represent and warrant that the statements made on this document are correct and factual. JPMorgan Chase Bank, N.A. ("Member") and Paymentech, LLC ("Paymentech" or "Chase Paymentech") are authorized to conduct any necessary investigation, including without limitation, authorization for bank to release standard banking information.

(Photocopy of signature below is valid for the release of information requested and will remain valid until the termination or expiration of the Merchant Agreement)

Merchant Name (Printed)	Adam Scharf	Merchant Signature	
Merchant Title (Printed)	Clerk Treasurer	Date	

If the signer has not already provided it above, a residential address is preferred if available (No PO Box or Paid Mailbox). If not available, business address is acceptable.

Street Address	202 South 5th Street		
City	Goshen	State	IN
Zip	46528		

Note: Each Merchant is required to submit a W9 with this application.

**CONVENIENCE FEE TRANSACTION AMENDMENT TO
FULL LIABILITY SUBMITTER PAYMENT INSTRUMENT PROCESSING AGREEMENT AND
PAYMENT PROCESSING INSTRUCTIONS AND GUIDELINES**

MERCHANT NAME: City of Goshen
SUBMITTER NAME: **Invoice Cloud, Inc.**

This Convenience Fee Transaction Amendment shall, upon full execution by all parties hereto, modify (i) that certain Submitter Merchant Payment Processing Instructions and Guidelines (the "Processing Guidelines") between **Paymentech, LLC** (hereinafter referred to as "Paymentech", "we", "our" or "us"), JPMorgan Chase Bank, N.A., a national banking association ("Member"), and City of Goshen (hereinafter referred to as the "Merchant") dated as of the date last signed below (the "Effective Date") and (ii) that certain Full Liability Submitter Payment Instrument Processing Agreement (the "Submitter Agreement") between Paymentech and **Invoice Cloud, Inc.** (hereinafter referred to as the "Submitter"), dated as of June 11, 2010, as amended.

1. **APPLICABILITY OF AGREEMENT.** Unless otherwise indicated in this Amendment, capitalized terms in this Amendment have the meanings set forth in the Processing Guidelines. The terms and conditions of this Amendment apply to all Convenience Fee Transactions processed pursuant to this Amendment. **Unless expressly contradicted by this Amendment, all terms of the Processing Guidelines and the Submitter Agreement shall apply to the processing of Convenience Fee Transactions as defined herein.**
2. **DEFINITIONS.**
Convenience Fee Transaction is a transaction representing a charge to a Customer's Card for the convenience of using the payment channel offered by Merchant and Submitter.
3. **PROCESSING AND PAYMENT.**
Merchant and Submitter hereby agree that (i) all Convenience Fee Transactions will be submitted by Submitter to Paymentech under the Submitter Agreement, (ii) all Transactions will be submitted by Submitter on behalf of Merchant to Paymentech under the Processing Guidelines, (iii) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with the Convenience Fee Transaction shall be paid by Submitter, (iv) all Paymentech processing fees, interchange and assessment fees, or other fees that may apply associated with Transactions shall be paid by Submitter, (v) all Chargebacks (but not chargeback fees), returns and similar charges related to Transactions shall be paid by Merchant, (vi) all Chargebacks, Chargeback fees, funds transfer fees, returns and similar charges related to Convenience Fee Transactions shall be paid by Submitter, (vii) all funds transfer fees, Chargeback fees and similar charges related to Transactions shall be paid by Submitter (viii) settlement funding for Convenience Fee Transactions will be paid directly to a bank account designated by Submitter, and (ix) settlement funding for Transactions will be paid directly to a bank account designated by Merchant.

Your signature on this Amendment that you return to us indicates your understanding and acceptance of its terms and incorporation by reference in the Processing Guidelines and the Submitter Agreement.

Agreed and Accepted by:

City of Goshen
MERCHANT LEGAL NAME (Print or Type)
202 South 5th Street, Goshen, IN 46528
Address (Print or Type)

By (authorized signature)
Adam Scharf, Clerk Treasurer
By, Name, Title (Print or Type)

Date

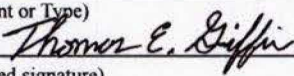
Agreed and Accepted by:

PAYMENTECH, LLC for itself and on behalf of
JPMORGAN CHASE BANK, N.A.

By: _____
Print Name: _____
Print Title: _____
Date: _____

Address: 4 Northeastern Boulevard, Salem, NH 03079

Agreed and Accepted by:

Invoice Cloud, Inc.
SUBMITTER LEGAL NAME (Print or Type)
35 Braintree Hill Office Pk Ste 100, Braintree, MA 02184
Address (Print or Type)

By (authorized signature)
Thomas E. Griffin, President
By, Name, Title (Print or Type)
3/12/2021
Date

JKight/RPreble/040210

INTERNAL PAYMENTECH USE

Merchant Name: City of Goshen
Date Printed

U.S. and Canadian New Division Boarding Form

Note: This is an interactive form that will render based on selections within the document. Please fill out completely (top to bottom) before printing and signing.

Company ID # [REDACTED]	Company Legal Name Invoice Cloud, Inc.	Projected Live Date 5/10/2021
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1. Company Information

Transactions processed for this new set up request belong to:

Merchant whose company legal name is represented above
 An Additional Company whose legal name is...

City of Goshen and is a
 affiliate of the merchant noted above.

On behalf of... Invoice Cloud, Inc.
 Company Legal Name

1b. Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID [REDACTED]	Legal Entity Name City of Goshen
Are you tax exempt under Internal Revenue Code Section 501(c)(3)? (Required for US clients only)	<input type="radio"/> Yes <input checked="" type="radio"/> No

1c. 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name (Contact to receive 1099K supplied on W-9) Adam Scharf	E-mail Address clerktreasurer@goshencity.com
--	---

2. Report Center and Transaction History Contacts

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Thomas Griffin	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	USA	X

Select access required: Transaction History Report Center Both Existing User ID:

Add User

3. Chargeback Contacts

MQA (Manager/Supervisor - one who assigns work to MCA)
MRQA (Manager/Supervisor - one who assigns work to MRA)
 Note: This is the contact that will receive any documents that need to be mailed and/or faxed.

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Barbara Chestna	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	USA	X

Does this User require access to: Report Center

Click here to add or copy line item from this table

Click here to copy line item from section 2 - Report Center

6. Transaction Division Information

Transaction Division Name (30 character limit) City of Goshen - Civil		Settlement Currency USD (US Dollar)	Presentment Currency U.S. Dollars (USD)												
Division Location Street Address (must be a street address, P.O. Boxes not acceptable) 202 South 5th Street															
City Goshen	State/Prov IN	Zip/Postal Code 46528	Country USA												
How will you process?	<input type="radio"/> Retail <input type="radio"/> MOTO (Mail/Telephone) <input checked="" type="radio"/> Internet/eCommerce														
<u>Cardholder Descriptor</u> Where would you like asterisk (*) placed?	<input type="radio"/> 4th Position <input type="radio"/> 8th Position <input type="radio"/> 13th Position <input checked="" type="radio"/> None														
C	i	t	y	o	f	G	o	s	h	e	n	I	N		
Customer Service Phone #		URL (Optional if phone # is provided)													
574-533-8621															
Products/Service Description (ex. clothing, books, membership, etc.)															
C	i	v	i	l	C	i	t	y	F	e	e				
Maximum Sales Transaction Amount USD \$125,000.00					Maximum Refund Transaction Amount USD \$25,000.00					(Default \$25,000 USD or equivalent "international" currency per transaction) If >\$25,000 please provide an invoice.					
Avg. Transaction Price \$80.00					Avg. # Trans. Per Year (settled Only) 360					Projected Refund % 5.0%					
					Customer's Payment Option Single Payment					<input checked="" type="checkbox"/> Bill Payment					

6b. Internet Transactions

Full website address:	www.invoicecloud.com/cityofgoshen		
Encryption (select all that apply)	<input checked="" type="checkbox"/> SSL	<input type="checkbox"/> SET	<input type="checkbox"/> No encryption
Can an order be placed and credit card info given via this website?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Is the website secure so not to be read or intercepted by others?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

6c. Profile - billing & delivery of goods and services

Do you stock products?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do you fill your own orders?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Do you own product at time of sale?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you provide customer orders at time sale?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you drop ship the product?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
When will you charge for an order?	Bill after Shipment		

7. Products and Services

7. Products and Services

<input type="checkbox"/> Account Updater			
<input type="checkbox"/> MC SecureCode			
<input type="checkbox"/> MCID - MasterCard Assigned ID			
<input type="checkbox"/> Authorization Recycling			

8. Methods of Payment *Note: You must make a selection in Section 4 for this section to populate.*

Please indicate if you will be using any of the following card type/methods of payment. Please note that some of these services may require an additional contract amendment, pricing and/or information if you currently do not have the service.

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover (settled)	<input checked="" type="checkbox"/> Discover Diners	<input checked="" type="checkbox"/> JCB	As a default Discover (settled), Discover Diners and JCB will be enabled whenever Visa and MC are enabled.
<input type="checkbox"/> Discover (conveyed)				Discover SE#	
<input type="checkbox"/> American Express Opt Blue	(Enabled for those merchants who have Opted in and meet the <u>qualifications</u> (U.S. only)				
<input type="checkbox"/> American Express (conveyed)				Service Establishment # (SE#)	
<input checked="" type="checkbox"/> PINless Debit (non Retail)	<input checked="" type="checkbox"/> NYCE	<input checked="" type="checkbox"/> STAR	<input checked="" type="checkbox"/> Pulse	<input checked="" type="checkbox"/> Accel	
<input type="checkbox"/> PIN Based Debit (Retail)	Division will be setup with the following network vendors (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Jeanie, AFFN and CU24)				
<input checked="" type="checkbox"/> Electronic Check Processing	Company Name	C i t y o f G o s h e n			
	Item Description	C v i l C i t y F e e			
	Preferred Delivery	How do you obtain authorization?			
	Best Possible (U.S. Only)	Internet (U.S.Only)			
If no amounts provided, default will match credit card transaction amount.	ECP Maximum Sale Amount USD	\$125,000.00		ECP Maximum Refund Amount USD	\$25,000.00
If not selected, no redeposit event will be attempted	<input type="checkbox"/>	<u>Smart ECP Redeposit Opt In</u>			

9. Processing Methods

Who will be submitting transactions to Chase Merchant Services and what product will they be using?

Presenter Submitter Name	Submitter # (SU)	Presenter ID # (PID)	
Invoice Cloud	██████████	██████████	
<input type="checkbox"/> NetConnect Batch and/or Online Authorization	<input checked="" type="checkbox"/> Orbital Payment Gateway	<input type="checkbox"/> Online POS Terminal (OPT)	
Orbital Payment Gateway			
Primary Contact (must be a contact at the company)	E-mail Address		
Tony Cordova	██████████		
Address	Phone #		
██████████	██████████		
City	State/Prov	Zip/Postal Code	Country
██████████	██████████	██████████	USA

Primary Contact Level of access	<input type="radio"/> Merchant <input checked="" type="radio"/> Chain		
<u>Auto-Settle Information</u> <small>Select None for no auto settlement time.</small>	Auto-settle Time	AM/PM	Time Zone Eastern
Profile Management required?	<input checked="" type="radio"/> None <input type="radio"/> Merchant <input type="radio"/> Chain		<input type="checkbox"/> Hosted PayPage (HPP)

10. Terminal , Software and PIN Based Debit (please select what you will be utilizing)

Point-of-sale Software (VAR)
 Equipment/Terminal
 PIN Pad (Retail Only)

Kits and Imprinters

<u>Overlay, Quick Reference Guide, etc.</u>	<u>Sales Drafts, Credit Drafts, etc.</u>	Imprinter Plate	Imprinter (default is None)
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11. Signature

Print Name Adam Scharf	Title Clerk Treasurer
I represent and warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.	
Signature	Date

Signer's name must be a company Executive or Financial Contact.

***In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.*

U.S. and Canadian New Division Boarding Form

Note: This is an interactive form that will render based on selections within the document. Please fill out completely (top to bottom) before printing and signing.

Company ID # [REDACTED]	Company Legal Name Invoice Cloud, Inc.	Projected Live Date 5/10/2021
----------------------------	---	----------------------------------

1. Company Information

Transactions processed for this new set up request belong to:

Merchant whose company legal name is represented above
 An Additional Company whose legal name is...

City of Goshen and is a
 affiliate of the merchant noted above.

On behalf of... Invoice Cloud, Inc.
 Company Legal Name

1b. Taxpayer ID (W-9 required if new U.S. entity and/or taxpayer ID. W-8 required for Canadian entities)

Transaction Division's Taxpayer ID [REDACTED]	Legal Entity Name City of Goshen
Are you tax exempt under Internal Revenue Code Section 501(c)(3)? (Required for US clients only)	<input type="radio"/> Yes <input checked="" type="radio"/> No

1c. 1099K Contact Information (Required for new U.S. Taxpayer ID's)

1099K Contact Name (Contact to receive 1099K supplied on W-9) Adam Scharf	E-mail Address clerktreasurer@goshencity.com
--	---

2. Report Center and Transaction History Contacts

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Thomas Griffin	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	USA	X
Select access required: <input type="radio"/> Transaction History <input type="radio"/> Report Center <input checked="" type="radio"/> Both Existing User ID:									
Add User									

3. Chargeback Contacts

IQA (Manager/Supervisor - one who assigns work to MCA)
MRQA (Manager/Supervisor - one who assigns work to MRA)
 Note: This is the contact that will receive any documents that need to be mailed and/or faxed.

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Barbara Chestna	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	USA	X
Does this User require access to: <input checked="" type="checkbox"/> Report Center									
Click here to add or copy line item from this table					Click here to copy line item from section 2 - Report Center				

MCA (Merchant Chargeback Analyst - one who works the chargebacks)
MRA (Merchant Retrieval Analyst - one who works the retrievals)

Item	Name	E-mail	Phone #	Address	City	State/Prov	Zip/Postal Code	Country	
1	Barbara Chestna	██████████	██████████	██████████	██████████	██	██████	USA	X

Does this User require access to: Report Center

[Click here to add or copy line item from this table](#)

[Click here to copy line item from section 2 - Report Center](#)

4. Bank Account Information

Existing Bank Account Information

Will you be depositing funds into an existing Funds Transfer Instruction (FTI)?

No

Is this a bank account we are currently funding?

No

New Bank Account Information

SETTLEMENT CURRENCY
(in which we will fund to you)

USD (US Dollar)

COUNTRY WHERE BANK ACCOUNT RESIDES

US Canada International

Section A: U.S. Bank Account Information

ACH

ABA #

2 7 1 2 9 1 0 1 7

Division is located outside of the U.S. or Canada and is settling funds in USD and will be the method of transfer as a default

Bank Account

█	█	█	█	█	█	█	█	█	█										
---	---	---	---	---	---	---	---	---	---	--	--	--	--	--	--	--	--	--	--

Bank Account Name

City of Goshen Utilities

Financial Institution Name

Interra Credit Union

City

Goshen

State/Prov

IN

Zip/Postal Code

46527

Country

USA

Checking Savings

Note: If this request relates to an account not held at JPMorgan Chase Bank, please attach an original voided check (starter checks are not accepted) or a bank letter of verification. JPMorgan Chase bank accounts do not require validation documentation.

ACH Debit Allowed - Your bank account must support ACH debit. If not, you must provide this Chase ACH debit block # to your bank - 1020401225

5. Business Unit (if different from division name)

Parent Business Unit Name (if applicable)

Parent Business Unit # (if applicable)

Business Unit Name

City of Goshen

Business Unit #

I have a "Business Unit" [Financial Contact](#) that is not an existing "Company" [Financial Contact](#)

6. Transaction Division Information

6. Transaction Division Information

Transaction Division Name (30 character limit) ████████████████████		Settlement Currency USD (US Dollar)	Presentment Currency U.S. Dollars (USD)														
Division Location Street Address (must be a street address, P.O. Boxes not acceptable) 202 South 5th Street																	
City Goshen	State/Prov IN	Zip/Postal Code 46528	Country USA														
How will you process?	<input type="radio"/> Retail <input type="radio"/> MOTO (Mail/Telephone) <input checked="" type="radio"/> Internet/eCommerce																
Cardholder Descriptor <small>Where would you like asterisk (*) placed?</small>	<input type="radio"/> 4th Position <input type="radio"/> 8th Position <input type="radio"/> 13th Position <input checked="" type="radio"/> None																
C	i	t	y	o	f	G	o	s	h	e	n	I	N				
Customer Service Phone #		URL (Optional if phone # is provided)															
574-533-8621																	
Products/Service Description (ex. clothing, books, membership, etc.)																	
U	t	i	l	i	t	i	e	s									
Maximum Sales Transaction Amount USD \$125,000.00				Maximum Refund Transaction Amount USD \$25,000.00				(Default \$25,000 USD or equivalent "international" currency per transaction) If >\$25,000 please provide an invoice.									
Avg. Transaction Price \$90.00				Avg. # Trans. Per Year (settled Only) 24,214				Projected Refund % 5.0%									
				Customer's Payment Option Single Payment				<input checked="" type="checkbox"/> Bill Payment									

6b. Internet Transactions

Full website address:	www.invoicecloud.com/cityofgoshen		
Encryption (select all that apply)	<input checked="" type="checkbox"/> SSL	<input type="checkbox"/> SET	<input type="checkbox"/> No encryption
Can an order be placed and credit card info given via this website?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	
Is the website secure so not to be read or intercepted by others?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	

6c. Profile - billing & delivery of goods and services

Do you stock products?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Do you fill your own orders?	<input checked="" type="radio"/> Yes <input type="radio"/> No
Do you own product at time of sale?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you provide customer orders at time sale?	<input checked="" type="radio"/> Yes <input type="radio"/> No		
Do you drop ship the product?	<input type="radio"/> Yes <input checked="" type="radio"/> No		
When will you charge for an order?	Bill after Shipment		

7. Products and Services

7. Products and Services

<input type="checkbox"/> Account Updater			
<input type="checkbox"/> MC SecureCode			
<input type="checkbox"/> MCID - MasterCard Assigned ID			
<input type="checkbox"/> Authorization Recycling			

8. Methods of Payment *Note: You must make a selection in Section 4 for this section to populate.*

Please indicate if you will be using any of the following card type/methods of payment. Please note that some of these services may require an additional contract amendment, pricing and/or information if you currently do not have the service.

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> MasterCard	<input checked="" type="checkbox"/> Discover (settled)	<input checked="" type="checkbox"/> Discover Diners	<input checked="" type="checkbox"/> JCB	As a default Discover (settled), Discover Diners and JCB will be enabled whenever Visa and MC are enabled.
<input type="checkbox"/> Discover (conveyed)					Discover SE#
<input type="checkbox"/> American Express Opt Blue	(Enabled for those merchants who have Opted in and meet the <u>qualifications</u> (U.S. only))				
<input type="checkbox"/> American Express (conveyed)					Service Establishment # (SE#)
<input checked="" type="checkbox"/> PINless Debit (non Retail)	<input checked="" type="checkbox"/> NYCE	<input checked="" type="checkbox"/> STAR	<input checked="" type="checkbox"/> Pulse	<input checked="" type="checkbox"/> Accel	
<input type="checkbox"/> PIN Based Debit (Retail)	Division will be setup with the following network vendors (Pulse, NYCE, STAR, Interlink, Maestro, ACCEL, Jeanie, AFFN and CU24)				
<input checked="" type="checkbox"/> Electronic Check Processing	Company Name	C i t y o f G o s h e n			
	Item Description	U t i l i t i e s			
	Preferred Delivery	How do you obtain authorization?			
	Best Possible (U.S. Only)	Internet (U.S.Only)			
If no amounts provided, default will match credit card transaction amount.	ECP Maximum Sale Amount USD \$125,000.00	ECP Maximum Refund Amount USD \$25,000.00			
If not selected, no redeposit event will be attempted	<input type="checkbox"/> <u>Smart ECP Redeposit Opt In</u>				

9. Processing Methods

Who will be submitting transactions to Chase Merchant Services and what product will they be using?

<u>Presenter Submitter Name</u> Invoice Cloud	Submitter # (SU) 411744	Presenter ID # (PID)	
<input type="checkbox"/> NetConnect Batch and/or Online Authorization	<input checked="" type="checkbox"/> Orbital Payment Gateway	<input type="checkbox"/> Online POS Terminal (OPT)	
Orbital Payment Gateway			
Primary Contact (must be a contact at the company) Tony Cordova		E-mail Address [REDACTED]	
Address [REDACTED]		Phone #	
City [REDACTED]	State/Prov [REDACTED]	Zip/Postal Code [REDACTED]	Country USA

Primary Contact Level of access	<input type="radio"/> Merchant <input checked="" type="radio"/> Chain		
Auto-Settle Information <small>Select None for no auto settlement time.</small>	Auto-settle Time	AM/PM	Time Zone Eastern
Profile Management required?	<input checked="" type="radio"/> None <input type="radio"/> Merchant <input type="radio"/> Chain		<input type="checkbox"/> Hosted PayPage (HPP)

10. Terminal , Software and PIN Based Debit (please select what you will be utilizing)

Point-of-sale Software (VAR)
 Equipment/Terminal
 PIN Pad (Retail Only)

Kits and Imprinters

Overlay, Quick Reference Guide, etc.	Sales Drafts, Credit Drafts, etc.	Imprinter Plate	Imprinter (default is None)
--	---	-----------------	-----------------------------

11. Signature

Print Name Adam Scharf	Title Clerk Treasurer
---------------------------	--------------------------

I represent and warrant: (a) I am duly authorized by Merchant to submit the information provided herein and execute this document on behalf of Merchant; (b) I am duly authorized to provide the banking information set forth herein for the purposes outlined, including the transfer of funds; (c) I am duly authorized to grant access to the information contained and outlined herein to all contacts listed throughout the document; and (d) all information provided herein on behalf of Merchant is true and accurate.

Signature	Date
-----------	------

Signer's name must be a company Executive or Financial Contact.

***In order for us to settle funds in accordance with the banking details supplied herein, you are responsible for providing true, accurate, current and complete information regarding your banking details, and we are not responsible for errors or omissions in the information that you provide. In the event that any banking details provided by you are incomplete, not current, or inaccurate, you agree that we may request, obtain and use credit or any other reports/information from third party sources to complete such banking details necessary for us to settle funds with you. You further agree that we are not responsible and shall not be liable in any way for any delay or failure to settle funds with you or for any error in your settlement account if the banking details/information provided by you or by third party sources is false, incomplete, not current or inaccurate.*



City Clerk-Treasurer
CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

10 May 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Agreements with Spacemaker for Temporary Records Storage

Recently-hired CRC Director and Grants Manager require permanent office workspace at City Hall. Lower level office space previously used by Utilities Billing Office has been used in recent years for public records storage, including both Civil City and Utilities records. Additionally, there are moisture issues in the City Hall records storage room (reference: 2020 deck sealing project approved by the Board).

To facilitate a higher use of existing office space at City Hall, the cleanup and water-sealing of the existing storage room, and sorting and destruction of records in accordance with statutory retention schedules, four temporary off-site storage units were secured and records moved to this location. Inventory, destruction, microfilming/digitization, etc. as appropriate are in process at this location. Consolidated and organized records will be returned to a permanent city-owned facility as soon as practical. As destruction allows for reduction in number of storage units occupied, City will do so.

Suggested Motion:

Approve agreements with Spacemaker Self Storage, Inc. for up to four storage units, with monthly aggregate rental cost not to exceed \$340/month, and ratify the Clerk-Treasurer's signature.



Spacemaker Self Storage, Inc.

2508 East College Avenue
Goshen, IN 46528
(574) 534-5624

Adam Scharf / City of Goshen

SPACEMAKER SELF STORAGE, INC., Landlord, hereby rents

to _____ City of Goshen Adam Scharf _____
Storage space _____ in _____ Goshen _____ from _____
the Mar 17, 2021.

At a monthly rental of \$92.00 (plus all applicable sales tax), payable in advance; and there after on a month-to-month basis. The first payment of rental shall be for a full month plus a one-time non-refundable administration fee, thus making the due date for each succeeding month be the same date of each succeeding month until terminated as therein after provided. Rental payments are not refundable.

RECEIPT is hereby acknowledged of the sum of \$ _____ (includes the rent, administration fee, taxes and other charges) to Apr 16, 2021

1. Use of the premises is restricted to storage of non-explosive, non-toxic, non-combustible, non-perishable and otherwise lawful and harmless personal property owned by Tenant

2. Tenant acknowledges that the premises are in good condition and repair the suitable for the purposes for which Tenant has rented such premises. Tenant agrees to take good care of the premises during the term of this Agreement and to deliver the same to Landlord at the end of the term in same condition, reasonable wear and tear excepted. Tenant shall make no alteration or improvement without Landlord's written consent.

3. The Tenant assumes full responsibility for fire and extended coverage insurance on all property placed in the storage space hereby rented. In the event the space is destroyed by fire or other casualty, this Agreement shall terminate. The Tenant hereby holds the Landlord harmless from all loss, cost expense, liability or other obligation arising out of any injury to Tenant, his agents employees, guests or invitees, or to any property owned by Tenant in the space or upon the premises which shall be damaged by negligence to any person, including Landlord, or by the elements, criminal acts of any third parties, or defects of any kind in the space, or because of Landlord's failure to repair defects, from or by any other cause whatsoever.

4. This agreement may not be assigned nor may the premises be sublet by Tenant without Landlord's written consent first, which consent may be withheld for any reason.

5. At all times, Landlord or Landlord's agents shall have the right to enter upon the premises to inspect, repair, maintain, view or otherwise deal with the premises as Landlord shall determine

6. The Tenant shall at all times bear the risk of loss to any of Tenant's property during the term of this Agreement, and acknowledges that Landlord does not provide air conditioning or heat to the premises.

7. The Agreement may be terminated by Landlord or Tenant at any time by giving ten (10) days notice of termination in writing. Notice shall be given to either party at the address set forth below.

8. In the event that Tenant shall fail to comply with any terms or conditions of this Agreement, the Landlord shall have all such rights as it shall be entitled to by law, including (but not limited to) the right to change locks and bar Tenant from the premises without notice. No failure on the part of Landlord to exercise any of its rights hereunder for defaults or breaches shall be construed to prejudice its rights in the event of any other or subsequent default or breach and no delay on the part of Landlord in exercising any right hereunder shall be construed to preclude it from the exercise thereof at any time during continuance of such default or breach, and Landlord may enforce any one or more remedies successively or concurrently at its option.

9. In addition to the remedies herein provided and in addition to the Landlord's Lien and other liens provided by law in the State of Indiana, the Tenant does hereby grant and give unto the Landlord a lien and security interest in all personal property of any nature of description placed upon the leased premises by Tenant, as security for Tenant's performance hereunder. In the event that Tenant shall default under this Agreement, the Landlord shall have the right to possession of the premises and of all property therein without notice to the Tenant and Landlord may proceed to sell such property at public or private sale upon the (10) days notice to Tenant at address below and to retain such property, or any sum obtained for such property in such sale, to reimburse Landlord for any rental due and for any costs of sale, storage, transfer or legal expense incurred as a result of Tenant's default. The balance, if any, shall be paid to Tenant. Notice of sale shall be deemed reasonable is mailed to the address provided by Tenant herein at least five (5) days prior to the date of sale or other disposition. All costs and attorney's fees shall be borne by Tenant.

10. In the event that Tenant shall abandon the space or any property therein, or in the event such property shall contain items which are dangerous, emit noxious odors or are otherwise offensive in any manner, Landlord shall have the right without any notice to remove the same and to store such property in such manner and at such place as Landlord shall determine and to dispose of such property, as more particularly provided in paragraph 9 herein above.

11. The Parties hereto intend to only have the relationship of Landlord and Tenant and at no time shall the Landlord be deemed to be a warehouseman, bailee, agent or other associate of Tenant, nor shall any rights arising from such relationships exist except as they exist between a Landlord and a Tenant.

12. The Tenant agrees to be bound by rules and regulations now or here after promulgated by Landlord in connection with the rental of any space in the premises. A breach of such rules shall be deemed a breach of this lease entitling Landlord to any right it may have upon default of Tenant, as herein provided. The Tenant, by signing this Lease, hereby acknowledges receipt of a copy of such rules as presently exist, and agrees that such rules may be modified from time to time here after by the Landlord.

13. The sidewalks, driveways, passages, and other common areas shall not be obstructed nor used for any purpose other than ingress and egress to and from storage spaces.

14. Signs, advertisements or other notices shall not be affixed, painted or otherwise attached to inside or outside of the space.

15. The disturbance of any other tenant by offensive conduct or by the storage of any offensive or dangerous property shall be grounds for termination of Lease.

16. No pets or other living organisms may be stored.

17. No portion of the space or the premises shall be marked or otherwise altered without the written consent of Landlord.

18. No refuse or other garbage or debris shall be placed outside the storage space.

19. No Tenant shall use such space or the premises surrounding such space to repair, construct, clean, build, manufacture or otherwise work upon cars, boats, motorcycles, trailers, or other vehicles, equipment or apparatus of any kind without the express written consent of the Landlord.

20. All refuse garbage or debris will be placed in the proper containers marked.

21. NOTICE: Only one lock is permitted on each door!

22. A returned check charge of \$60.00 payable by Tenant to Landlord

23. A late charge in the amount of \$10.00 shall be payable by Tenant to Landlord upon demand in the event that rental is not paid by the fifth day after the due date.

The Tenant hereby acknowledge receipt of the within rules.

SIGNED: this MARCH 17, 2021

TENANT: X [Signature]

LANDLORD: SPACEMAKER SELF STORAGE, INC

Name: City of Goshen Adam Scharf

By: [Signature]

Address: 202 S.5th St. Suite 2

City: Goshen State IN Zip 46528

Rent Paid (1) Month(s): \$92.00

Phone: 574-533-8625 Cell number _____

Administration Fee: \$10.00

Drivers Licence No. : _____

Other / Key Deposit / Padlock Sale: _____

Driver's Licence Region: _____

Sales Tax : _____

Employer: _____

Total : \$.00

Alternate: _____

Next Rent Due: \$92.00

Address: _____

City, State, Zip _____

Phone: _____

Emergency Contact(s): _____

Address: _____

City: _____ State: _____ Zip Code: _____

One Lock Only Permitted Per Door Thank `



**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: **ASPHALT PAVING PROJECT
(JN: 2021-0002)**

DATE: May 10, 2021

Niblock will be performing work to remove and replace broken sidewalk and curb and gutter on Greene Road. The work will require partial lane restrictions between Plymouth Avenue and Berkey Avenue, with Niblock providing traffic control. Niblock will maintain open access for the Intermediate School and residents on Greene Road. The partial lane restriction will occur May 10 to May 21, 2021.

Requested motion: Move to approve the Greene Road partial lane restrictions between Plymouth Avenue and Berkey Avenue for the sidewalk and curb and gutter improvements on Monday May 10 to Friday May 21, 2021.

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



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: **RIGHT OF ENTRY AGREEMENT FOR 801 S 9TH STREET TO CORRECT A DRAINAGE ISSUE (JN: 2011-0052)**

DATE: May 10, 2021

Goshen Engineering and Stormwater Departments have been working with the property owner at 801 S 9th Street to address a pre-existing drainage issue impacting the property that became more apparent after the completion of the Ninth Street Bicycle-Pedestrian Trail.

The work on private property will include the removal and replacement of the concrete in front of the building and the east half of the driveway in order to direct stormwater runoff away from the building and towards a new drywell. This construction work will require a right of entry agreement for the City to enter upon the property to complete this work.

Please find attached the right of entry agreement for review and consideration for approval.

Thank you.

Requested Motion: Approve the Right of Entry Agreement with Carlos Orellana for the installation of a drywell and concrete pavement by the Water and Sewer Special Operations Team to address a drainage issue on property located at 801 S 9th Street.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on this ____ day of _____, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and Carlos Orellana, hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner's property has been identified for modifications to address a pre-existing drainage issue impacting the Property Owner that became more apparent after the completion of the "Ninth Street Bicycle-Pedestrian Trail, Project No. 2011-0052," the modifications are hereinafter referred to as the "Project."

WHEREAS, it is necessary for the City to remove and replace existing concrete and install a drainage structure along the east property boundary of 801 S. 9th St. to address the existing drainage issue and improve stormwater drainage, and the City needs to obtain from Property Owner a temporary right of entry on its real property for the purpose of proceeding with the Project.

WHEREAS, the Property Owner is willing to grant to the City a temporary right of entry and its agents and contractors to allow entry upon the real property described below for the purpose of the modification of on-site drainage through a one-time removal and replacement of the existing concrete and the installation of a drainage structure to address the identified drainage issue.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City and its employees, agents, and contractors the right to enter upon real property depicted on Exhibit A attached hereto, generally located at 801 S. 9th St., in the City of Goshen, Elkhart Township, State of Indiana, and more particularly described as follows:

The East Half of Lot Numbered 31 in Harper and Burris Addition to the City of Goshen, Indiana.

Being Parcel Number 20-11-15-152-017.000-015

Hereinafter referred to as "Real Property."

2. The term of this right of entry shall terminate one (1) year from the execution of this right of entry agreement or upon completion of work on the Project on the Real Property, whichever occurs first.

3. This right of entry does not extend to the future maintenance of the installed drainage structure and concrete which will be the responsibility of the Property Owner.

4. This right of entry shall permit the City and its employees, agents, and contractors to enter upon the Real Property for the purpose of proceeding with the Project and to do such acts thereon as would be permitted if the real estate had actually been acquired by City. City agrees to perform the work in a manner that eliminates disruption to Property Owner's day-to-day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above-described area arising out of or in connection with the work under the Project.

5. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

6. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

7. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

8. 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

10. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Property Owner.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

[Signatures on following page.]

City of Goshen, Indiana
Board of Public Works and Safety

Carlos Orellana

Jeremy P. Stutsman, Mayor

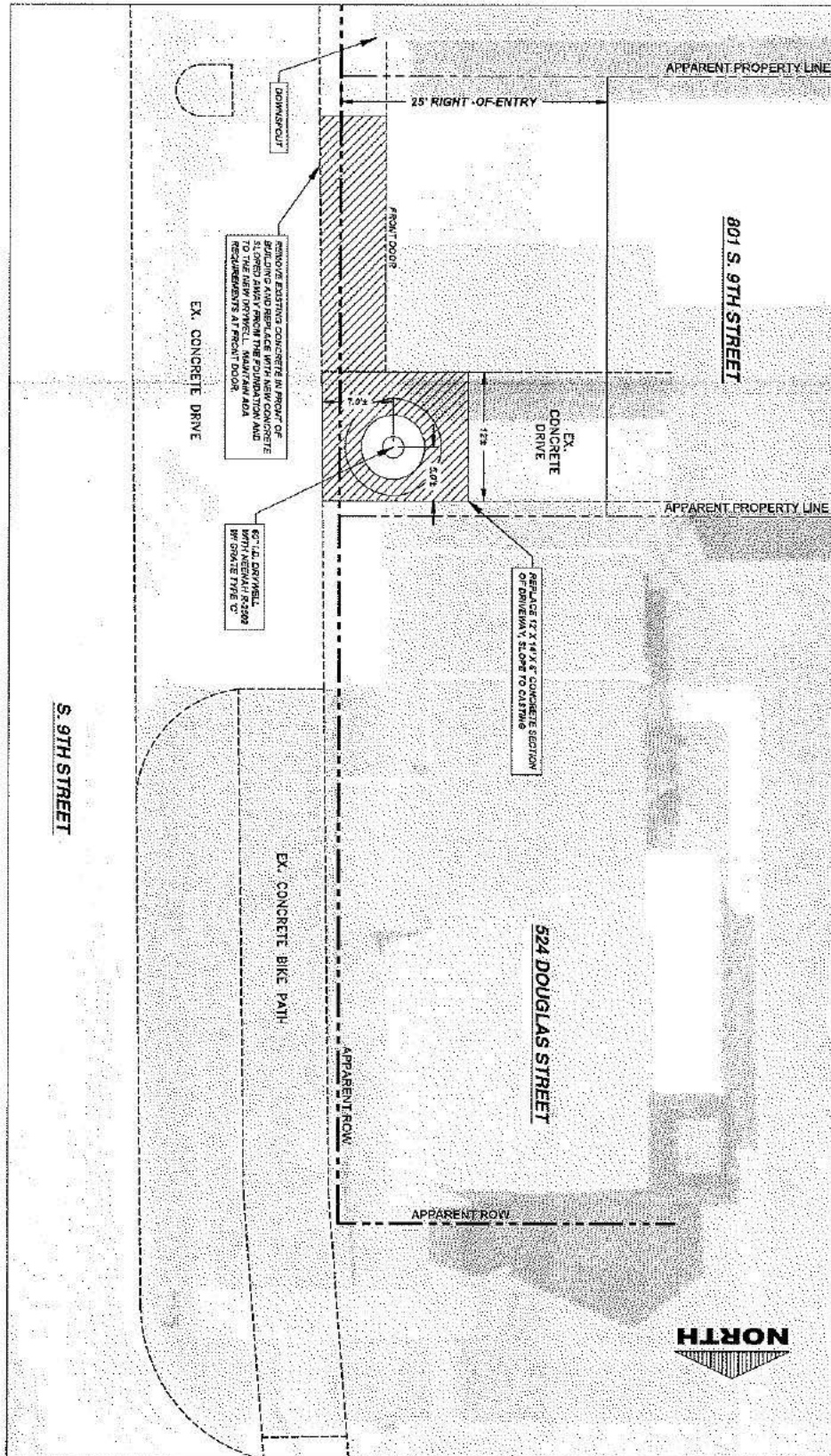
By Carlos Orellana Jr
Printed: Carlos Orellana
Its: owner

Michael A. Landis, Member

Date: 5-7-21

Mary Nichols, Member

Date: _____



APPARENT PROPERTY LINE

801 S. 9TH STREET

25' RIGHT-OF-ENTRY

DRYWELL

FRONT DOOR

REMOVE EXISTING CONCRETE IN FRONT OF DRIVE TO THE NEW DRYWELL, MAINTAIN ADA REQUIREMENTS AT FRONT DOOR

EX. CONCRETE DRIVE

EX. CONCRETE DRIVE

APPARENT PROPERTY LINE

REPLACE 12" X 14" X 6' CONCRETE SECTION OF DRIVE WITH SLOPE TO DRYWELL

60" I.D. DRYWELL WITH 1/4" SLOPE TO DRIVE

S. 9TH STREET

EX. CONCRETE BIKE PATH

524 DOUGLAS STREET

APPARENT ROW

APPARENT ROW



PROJECT NO.	2011-0052
DATE	1/10/11
BY	J. M. B. / J. M. B.
CHECKED	J. M. B. / J. M. B.
SCALE	1" = 10'

**801 S. 9TH STREET
DRAINAGE ISSUE**
DRYWELL INSTALLATION
AND DRIVE REPAIR DETAIL

The City Of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46526
Phone: 574-534-2401 Fax: 574-533-8625

DATE	01/10/2011	BY	JMB



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **RIGHT-OF-ENTRY AGREEMENT FOR 1330 E DOUGLAS STREET TO REMOVE A DRYWELL (JN: 2020-0017)**

DATE: May 10, 2021

Goshen Engineering has been working with residents at 1330 E Douglas Street and 1328 E Douglas street, where existing stormwater structures will be removed as part of the Douglas, Reynolds, & 16th Streets Reconstruction project.

At 1330 E Douglas, a concrete block drywell that is on private property will no longer be required. Construction involves excavation, backfill, and restoration to remove the structure and connecting pipe and will require a right-of-entry agreement for the City's contractor to enter upon their property to complete this work.

Attached please find the right-of-entry agreement, signed by the property owner.

Requested motion: Move to approve the right-of-entry agreement to allow removal of a drywell at 1330 E Douglas Street.

RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on this ____ day of _____, 2021, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Board of Public Works and Safety, hereinafter referred to as "City," and, Carol M. Scribner, hereinafter referred to as "Property Owner".

WHEREAS, the Property Owner's property has a driveway, which has been identified for modification under the "Douglas, Reynolds & 16th Street Reconstruction, Project No. 2020-0017," hereinafter referred to as the "Project."

WHEREAS, it is necessary for the City to remove existing storm structure and pipe as part of the Project, and the City needs to obtain from Property Owner a temporary right of entry on its real property for the purpose of proceeding with the Project.

WHEREAS, the Property Owner is willing to grant to the City a temporary right of entry and its agents and contractors to allow entry upon the real property described below for the removal of existing storm structure and pipe.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City and its employees, agents, and contractors the right to enter upon real property depicted on Exhibit A attached hereto, generally located at 1330 E. Douglas Street, in the City of Goshen, Elkhart Township, State of Indiana, and more particularly described as follows;

Lot numbered fifty-two (52) and fifty-three (53) as the said lots are known and designated on the recorded plat of Fidler's Addition, to the City of Goshen, Elkhart County, Indiana, said plat being recorded in Plat Book 3, Page 76, in the Office of the Recorder of Elkhart County, Indiana, excepting the following:

A part of lot number fifty-two (52) and lot number fifty-three (53) in Fidler's Addition to the City of Goshen, Elkhart County, Indiana, as recorded in Plat Book 3, Page 76, in the Office of the Recorder of Elkhart County, Indiana, more particularly described as follows;

Beginning at the northeast corner of said lot fifty-two (52) and running thence southwestwardly along the southeasterly sides of said lots number fifty-two (52) and fifty-three (53) on a curve to the right (D=14.69 degrees, R=390.0 minutes) to the southerly corner of said lot fifty-three (53); thence northwestwardly along the southwesterly side of said lot fifty-three (53), a distance of twenty (20) feet; thence northeastwardly along a line parallel and twenty (20) feet from the southeasterly sides of said lot numbered fifty-two (52) and fifty-three (53) on a curve to the left (D=15.45 degrees, R=370.0 minutes) to a point on the north line of said lot fifty-two (52); thence easterly twenty (20) feet to the point of beginning.

The address of such real estate is commonly known as 1330 E. Douglas Street Goshen, Indiana 46528

Being a part of Parcel Number 11-15-253-012-015.
Hereinafter referred to as "Real Property."

2. The term of this right of entry shall terminate one (1) year from the execution of this right of entry agreement or upon completion of work on the Project on the Real Property, whichever occurs first.

3. This right of entry shall permit the City and its employees, agents, and contractors to enter upon the Real Property for the purpose of proceeding with the Project and to do such acts thereon as would be permitted if the real estate had actually been acquired by City. City agrees to perform the work in a manner that eliminates disruption to Property Owner's day to day operations as much as is reasonably possible. City agrees to indemnify Property Owner for any loss or damage to any of Property Owner's real estate or fixtures located outside the above described area arising out of or in connection with the work under the Project.

4. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana.

5. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

6. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

7. 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

9. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Property Owner.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below. [Signatures on following page.]

City of Goshen, Indiana

Board of Public Works and Safety

Carol M. Scribner

Jeremy P. Stutsman, Mayor

By Carol M. Scribner
Printed: Carol M Scribner
Its: CMS

Michael A. Landis, Member

Date: May 5, 2021

Mary Nichols, Member

Date: _____



**City Clerk-Treasurer
CITY OF GOSHEN**

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

10 May 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: West Goshen Neighborhood Association Trash Trailer Fee

Historic Southside Neighborhood Association Clean-up is scheduled for June 5 and 6. They request a reduced trash trailer fee, consistent with prior practice for neighborhood associations. Trailers would be placed at:

714 S. 6th St.

525 S. 7th St.

Beside 301 E. Monroe St. (on 6th)

Neighborhood representative indicates that residents of each of the above addresses have been consulted and are in agreement with the placements.

Suggested Motion:

Approve reduction of the trash trailer fee from \$75 to \$35 for Historic Southside

Neighborhood Association for a clean-up days on June 5 and 6, 2021.