



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

Regular Meeting Agenda

**2:00 p.m. May 17, 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 – May 10

Approval of Agenda

- (1) Special Event, Tabled from May 3: “Move for the Movement” – Sarah Virgil
- (2) 213 S. Main St. Parking Spaces Use Request – Rebecca Haab
- (3) Agreement for Purchase of Six Electric-assisted Bicycles
- (4) Agreement with Peerless Midwest for Well Cleaning and Maintenance
- (5) Resolution 2021-14: Waste Disposal Form Authorization
- (6) Agreement of Temporary Easement at 217 W. Wilden Ave.
- (7) Resolution 2021-13: INDOT Local Roads and Bridges Matching Grant Agreement
- (8) Agreement for Network Installation at Police Training Facility
- (9) Change Order #1 for Douglas, Reynolds, and 16<sup>th</sup> Streets, JN: 2020-0017
- (10) Eisenhower Dr. North & South Closures, JN: 2020-0013



- (11) Pickwick Manor Lane Restrictions for Concrete Paving, JN:  
2021-0002
- (12) Goshen Hospital – High Park Water Tap Termination
- (13) Building Commissioner Order: 318 E. Plymouth Ave.
- (14) Reschedule Meeting from May 31 to June 1, 2021

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



## MINUTES of May 10, 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

Kid Mayor Monica Pierce was sworn in by Mayor Jeremy Stutsman.

Kid Mayor Pierce called the meeting to order.

Mayor Stutsman suggested adding a Conditional Offer of Employment for Paige E. Hershberger to the agenda.  
(*Exhibit A*)

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

Minutes of March 22 and May 3 were presented.

**Nichols/Landis moved to approve the minutes of March 22 and May 3, 2021 as presented. Passed 3-0**

American Waterworks Association: 2020 Large Wastewater System Operator of the Year

Ben Eldridge, Superintendent of Water Utilities for the Town of Millersburg, presented the award to Goshen Wastewater Superintendent Jim Kerezman.

*No formal action was taken.*

Conditional Offer of Employment for Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger

Legal Compliance Administrator Shannon Marks presented the packet memos.

**Nichols/Landis moved to extend a conditional offer of employment to Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger as probationary patrol officers and move to approve and execute the Conditional Offer of Employment Agreements with Kraig R. Caridine, Kaleb E. Rucker and Paige E. Hershberger. Passed 3-0**



Driveway Width Variance Request: Peddler's Village Road

Debra Hughes, Professional Senior Engineer for Marbach, Brady and Weaver, Inc. presented the request.

**Nichols/Landis moved to approve the driveway width to be increased to 45.5 feet at the right-of-way at 2611 Peddlers Village Road. Passed 3-0**

Request for Road Closures for Garage Relocation

Petitioner Dale Klassen presented the request.

Discussion on alternative routes, procedure on street parked cars, safety guidelines and specific dates and time frame.

**Nichols/Landis moved to approve the road closure from College Ave to 15<sup>th</sup> Street and Plymouth Street for one hour from 8 a.m. to 1 p.m. to move a garage. Petitioner will coordinate with Utilities, Street Department and the Police Department; add the City as an additional insured on the petitioner's policy. Passed 3-0**

Invoice Cloud / Paymentech / Chase Forms and Agreement

Clerk-Treasurer Adam Scharf presented the packet memo.

**Nichols/Landis moved to approve the agreements and forms related to the onboarding process for Invoice Cloud, Inc. and authorize the Clerk-Treasurer to sign. Passed 3-0**

Agreement with Spacemaker Self Storage, Inc. for Temporary Records Storage

Scharf presented the packet memo.

**Nichols/Landis moved to approve the 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. Passed 3-0**



Lane Restrictions on Greene Road, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Sailor explained that the repair is due to lack of proper expansion mechanism at time of installation.

**Nichols/Landis moved to approve the Greene Road partial lane restrictions between Plymouth Avenue and Berkey Avenue for the sidewalk and curb and gutter improvements Monday May 10 to Friday May 21, 2021. Passed 3-0**

Right of Entry: 801 South 9<sup>th</sup> Street, JN: 2011-0052

Sailor presented the packet memo.

**Nichols/Landis moved to 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 the property located at 801 South 9<sup>th</sup> Street. Passed 3-0**

Right of Entry: 1330 East Douglas Street, JN: 2020-007

Sailor presented the packet memo.

**Nichols/Landis moved approve the right-of-entry agreement to allow removal of a drywell at 1330 East Douglas Street. Passed 3-0**

Historic Southside Neighborhood Cleanup Trash Trailer Fee

Scharf presented the packet memo.

**Nichols/Landis moved to approve the reduction of the trash trailer fee from \$75 to \$35 for Historic Southside Neighborhood Association for the clean-up days on June 5 and 6, 2021. Passed 3-0**

Privilege of the Floor

No one spoke.

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



Adjournment at 2:39 p.m.

*Exhibit A: Conditional Offer of Employment for Paige E. Hershberger. (4 pages)*

APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

ATTEST

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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](http://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  
Paige E. Hershberger

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Paige E. Hershberger and approve and execute the attached Conditional Offer of Employment Agreement. The agreement sets forth the conditions that Paige E. Hershberger must meet prior to beginning employment with the Goshen Police Department as a probationary patrol officer, and requires Paige 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 Paige E. Hershberger as a probationary patrol officer.
- (2) Move to approve and execute the Conditional Offer of Employment Agreement with Paige E. Hershberger.

## **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 **Paige E. Hershberger** (Hershberger).

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

### **PREREQUISITES TO BEGINNING EMPLOYMENT**

City conditionally offers Hershberger employment as a probationary patrol officer of the Goshen City Police Department. Hershberger accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Police Department. City and Hershberger 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. Hershberger 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, Hershberger 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) Hershberger 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). Hershberger 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 Hershberger 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 Hershberger's expense.
- (4) InPRS will determine whether Hershberger has any Class 3 excludable conditions. Hershberger understands that if InPRS finds that Hershberger has any Class 3 excludable conditions, Hershberger 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 Hershberger'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 Hershberger 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 Hershberger 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 Hershberger accepts City's withdrawal and this agreement shall be terminated.

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

- (1) As a condition of employment, Hershberger is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Hershberger agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Hershberger's first day of employment with City.
- (2) As a further condition of employment, City shall require and Hershberger agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Hershberger 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) Hershberger will be paid for the time Hershberger 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 Hershberger 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 Hershberger's first day of employment with City, Hershberger'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

Paige E. Hershberger  
Paige E. Hershberger

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

Date: 05/10/2021

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

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

17 May 2021

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

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

**Re:** Parking Spaces Use Request: 213 S. Main St.

Rebecca Haab, representing Twisted Britches Boutique, will request use of five parking spaces in front of 213 S. Main St. for a one-year anniversary celebration on Sunday, June 6 from 10am to 5pm. A mobile boutique and a food truck would be placed in the parking spaces.

**Suggested Motion:**

Approve the closure of five parking spaces in front of 213 S. Main St. on Sunday June 6, 2021 from 10:00 a.m. to 5:00 p.m. for a business anniversary celebration.



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May 17, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer  
**Subject:** Agreement for Purchase of Six (6) Electric Assisted Bicycles

The City solicited quotes for purchase of six (6) electric assisted bicycles for the City of Goshen Environmental Resilience Department. One proposal was received, from Lincoln Avenue Cycling and Fitness, Inc., in the amount of \$21,223.38

Attached for the Board's approval and execution is an agreement with Lincoln Avenue Cycling, and Fitness, Inc.

Suggested Motion:

Move to approve and execute the Agreement for six (6) Electric Assisted Bicycles with Lincoln Avenue Cycling and Fitness, Inc.

**CONTRACT**

**PURCHASE OF SIX (6) ELECTRIC ASSIST BICYCLES**

**SOLICITATION NO. 2021-006**

THIS CONTRACT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Lincoln Avenue Cycling and Fitness, Inc., hereinafter referred to as "Vendor."

WITNESSETH, that the City and the Vendor mutually agree as follows:

**PURCHASE:**

Vendor agrees to provide the City with six (6) Electric Assist Bicycles more specifically described in the attachments to this agreement.

Vendor shall warrant the Electric Assist Bicycles according to the manufacturer's warranty.

**TERM OF THE AGREEMENT:**

This contract shall become effective on the date of execution and approval by both parties. Vendor shall provide the Electric Assist Bicycles to the City by June 21, 2021. The Electric Assist Bicycles to be purchase shall be delivered to the City's Reith Interpretative Center, 410 W. Plymouth Avenue, Goshen, Indiana.

**COMPENSATION:**

The City agrees to compensate Vendor for the Electric Assist Bicycles in the amount of Twenty-One Thousand Two Hundred Twenty-Three Dollars and Thirty-Eight Cents (\$21,223.38).

**NON-DISCRIMINATION**

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

**INDEMNIFICATION**

The Vendor agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court cost, attorney's fees, and other expenses, caused by an act or omission of the Vendor and its agents, officers, and employees or resulting from or related to the Vendor's performance or failure to perform as specified in this contract.

## **FORCE MAJEURE.**

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

## **DEFAULT.**

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

**TERMINATION**

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by vendor. City shall first issue written notice of default to vendor and give vendor the opportunity to cure.
- C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.**

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

**AMENDMENTS.**

No alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

**WAIVER OF RIGHTS.**

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

**APPLICABLE LAWS.**

The vendor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

**MISCELLANEOUS**

- A. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- B. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.

- C. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

**SEVERABILITY.**

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

**AUTHORITY TO BIND.**

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of the vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon the vendor when his or her signature is affixed and is not subject to further acceptance.

**NOTICES**

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

Address for notices to the City:

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

Address for notices to Vendor

Lincoln Avenue Cycling and Fitness Inc.  
Daniel R. Jones, President  
430 W. Lincoln Ave.  
Goshen, IN 46526

**APPLICABLE LAWS**

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

**NO INVESTMENT IN IRAN**

Pursuant to IC 5-22-16.5, Supplier hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Supplier also certifies it is not a financial



institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

**CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract.

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

In witness whereof, the parties have executed this Agreement as set forth below.

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

**Lincoln Avenue Cycling and Fitness**

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

\_\_\_\_\_  
Daniel R. Jones, President

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

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

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

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

# Quote



051221135520879

Lincoln Avenue Cycling

430 W Lincoln Ave.

Goshen, IN 46526

Phone: 574-533-7425

lincolnavenuecycling@gmail.com

### Bill To

Goshen City  
Theresa Sailor  
204 East Jefferson Street  
GOSHEN, IN 46526

### Ship To

Goshen City  
Theresa Sailor  
204 East Jefferson Street  
GOSHEN, IN 46526  
Phone1: 574-370-7238

**Date:** 05/12/2021  
**Sales Person:** Daniel Jones

Description	Item Number	MSRP	Price	Qty	Extended
VERVE+ 3 LOWSTEP US S TREK BLACK	601842219409	\$3,149.99	\$3,049.99	1	\$3,049.99
VERVE+ 3 LOWSTEP US S TREK BLACK	601842219409	\$3,149.99	\$3,049.99	1	\$3,049.99
ALLANT+ 7S US M MATTE QUICKSILVER	601842282076	\$3,899.99	\$3,799.99	1	\$3,799.99
VALE GO! EQ US M FERN METALLIC	601479980574	\$3,299.99	\$3,199.99	1	\$3,199.99
ALLANT+ 7S US XL MATTE QUICKSILVER	601842282052	\$3,899.99	\$3,799.99	1	\$3,799.99
ALLANT+ 7S US XL MATTE QUICKSILVER	601842282052	\$3,899.99	\$3,799.99	1	\$3,799.99
DELTA XL HANDLEBAR MOUNTED PHONE HOLDER, BLACK	799403297505	\$31.99	\$28.79	6	\$172.74
TOPEAK FRONT BASKET WITH FIXER 3 HANDLEBAR BRACKET: BLACK	883466011137	\$49.99	\$44.99	6	\$269.94
KRYPTONITE KEEPER 411 CHAIN LOCK WITH KEY BLACK 4 X 110CM	720018004318	\$14.95	\$13.46	6	\$80.76
<b>Subtotal:</b>					<b>\$21,223.38</b>

**Tax: \$0.00**  
**Shipping: \$0.00**  
**Total: \$21,223.38**  
**Amount Due: \$21,223.38**  
**Total Savings: \$658.14**

HL6500  
TB2011-B  
4318

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Trek/Bontrager/Electra/Diamant Limited Warranty**

### **We've Got You Covered**

We provide a warranty against defects in materials and workmanship for all original equipment and aftermarket products, as specified below.

### **First Things First**

Contact an authorized retailer or distributor to initiate a warranty claim. Proof of purchase is required. [Click here](#) to find a retailer near you.

### **Lifetime**

Framesets (frame and rigid fork), main frame, and full suspension swing arms for the lifetime of the original owner

Bontrager wheels with carbon rims

### **2 Years**

Apparel

Parts and accessories

Rear suspension linkage components, including bearings, rocker link, and accompanying hardware and components

Bontrager wheels with alloy rims

Paint and decals

### **Subsequent Ownership**

Subsequent owners (second or later) are entitled to a three-year warranty from the date of original purchase from the retailer. Proof of original purchase is required to validate the coverage period.

### **This Warranty Does Not Cover**

Normal wear and tear

Improper assembly

Corrosion

Improper maintenance

Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

Damage or failure due to accident, misuse, abuse, or neglect

Labor charges for part replacement or changeover

Non-proprietary products (any other original part or component) covered by the original manufacturer's warranty

This warranty applies to:

- All model year 2020 and newer bicycles
- Parts and accessories purchased after August 1, 2019.

Any products not specifically included above are omitted, but may be included in the 2012-2019 Trek Care Limited Warranty. [Click here for details.](#)

This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item at the manufacturer's discretion. This warranty extends from the original date of purchase. Trek and Electra are not responsible for incidental or consequential damages unless prohibited by state law. Claims made outside the country of original purchase may be subject to fees and additional restrictions. Warranty duration and detail may vary by country. The English version of the warranty shall prevail.

E-Bicycle Request for Quotes Checklist  
 Complete a checklist for each type quoted

Manufacturer TREK Model VERVE 3+ Class 1  
 Quantity available 2

Size (S,M,L) Small/Small Rider posture (Classic, City, Trekking) small side is close to usu  
Classic/City Frame (Step-thru or regular) Step Thru in design

*This is a Larger Fitting Bike*

Specification	Meets Specification	Does not meet Specification	Substituted	Explanation
Maximum miles traveled on electric-assist with a 200 lb person at or greater than 60 miles	✓			
Equipped with a rear rack that supports 50 lbs or more	✓			
Equipped with a wire mesh basket on the front	✓		✓	TO Peak Basket can be added
Performance quality mid-drive motor	✓			
500-watt minimum Integrated battery	✓			
Heavy-duty reinforced chain or belt drive	✓			
3 pedal-assist levels	✓			
9 gear shifters, minimum	✓			
Rotor or hydraulic rotor brakes	✓			
Front and rear fenders	✓			
Integrated front and rear lights	✓			
LCD that displays battery life, mileage, & speed	✓			
Cell phone holder	✓		✓	Delta Case can be added
Wide commuter tires	✓			

Front and rear wheel locks			✓	Chain lock will be more suitable
Bicycle maximum weight 60 lbs.	✓			
Frames and components support a minimum 300 lbs, combined cargo and persons.	✓			
Frames have powder coat glossy finish	✓			
Specifications attached	✓			
Warranty attached	✓			
Warranty frame - lifetime	✓			
Warranty components - 2 years	✓			
Warranty accessories - 1 year	✓			
Available for pickup on or before June 21, 2021	✓			

# Verve+ 3 Lowstep

Size	Color	Price
S	Trek Black	Advertised \$3,149.99

## Weight

M - 54.61 lbs / 24.77 kg

This bike has a maximum total weight limit (combined weight of bicycle, rider, and cargo) of 300 pounds (136 kg).



## Frame

Alpha Smooth Aluminum, with Removable Integrated Battery (RIB), Range Boost compatible

## Fork

Alloy rigid fork, 1-1/8" steel steerer, 460mm axle-crown length (suspension corrected), ThruSkew 5mm QR

## Rear hub

Formula DC-20, alloy, 6-bolt, 5x100mm QR

## Brakeset

Shimano MT200 hydraulic disc

## Tires

Bontrager H5 Hard-Case Ultimate, wire bead, 60 tpi, 700x45c

## Shifters

Shimano Alivio M3100, 9 speed

## Rear derailleur

Shimano Alivio T4000, long cage

## Crank

Prowheel alloy, 38T steel ring

**Rims**

Bontrager Connection, alloy,  
double-wall, 32-hole, schrader  
valve

**Saddle**

Bontrager Boulevard

**Seatpost**

Verve+ comfort suspension,  
31.6mm

**Handlebar**

Bontrager alloy, 31.8mm,  
comfort sweep

**Stem**

Bontrager alloy quill, 31.8mm  
clamp, adjustable rise, Blendr  
compatible

**Grips**

Bontrager Satellite Elite, alloy  
lock-on

**Cassette**

Shimano HG200, 11-36, 9  
speed

**Chain**

KMC X9

**Pedals**

Bontrager Satellite City pedal

## **Trek/Bontrager/Electra/Diamant Limited Warranty**

### **We've Got You Covered**

We provide a warranty against defects in materials and workmanship for all original equipment and aftermarket products, as specified below.

### **First Things First**

Contact an authorized retailer or distributor to initiate a warranty claim. Proof of purchase is required. [Click here](#) to find a retailer near you.

### **Lifetime**

Framesets (frame and rigid fork), main frame, and full suspension swing arms for the lifetime of the original owner

Bontrager wheels with carbon rims

### **2 Years**

Apparel

Parts and accessories

Rear suspension linkage components, including bearings, rocker link, and accompanying hardware and components

Bontrager wheels with alloy rims

Paint and decals

### **Subsequent Ownership**

Subsequent owners (second or later) are entitled to a three-year warranty from the date of original purchase from the retailer. Proof of original purchase is required to validate the coverage period.

### **This Warranty Does Not Cover**

Normal wear and tear

Improper assembly

Corrosion

Improper maintenance

Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

Damage or failure due to accident, misuse, abuse, or neglect

Labor charges for part replacement or changeover

Non-proprietary products (any other original part or component) covered by the original manufacturer's warranty

This warranty applies to:

- All model year 2020 and newer bicycles
- Parts and accessories purchased after August 1, 2019.

Any products not specifically included above are omitted, but may be included in the 2012-2019 Trek Care Limited Warranty. [Click here for details](#).

This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item at the manufacturer's discretion. This warranty extends from the original date of purchase. Trek and Electra are not responsible for incidental or consequential damages unless prohibited by state law. Claims made outside the country of original purchase may be subject to fees and additional restrictions. Warranty duration and detail may vary by country. The English version of the warranty shall prevail.



E-Bicycle Request for Quotes Checklist  
 Complete a checklist for each type quoted

Manufacturer TREK Model Allant #75 Class 3  
 Quantity available 1

Size (S,M,L) M Rider posture (Classic, City, Trekking)  
City Trekking Frame (Step-thru or regular) Regular

Specification	Meets Specification	Does not meet Specification	Substituted	Explanation
Maximum miles traveled on electric-assist with a 200 lb person at or greater than 60 miles	✓			
Equipped with a rear rack that supports 50 lbs or more	✓			
Equipped with a wire mesh basket on the front	✓		✓	Top rack basket can be added
Performance quality mid-drive motor	✓			
500-watt minimum Integrated battery	✓			
Heavy-duty reinforced chain or belt drive	✓			
3 pedal-assist levels	✓			
9 gear shifters, minimum	✓			
Rotor or hydraulic rotor brakes	✓			
Front and rear fenders	✓			
Integrated front and rear lights	✓			
LCD that displays battery life, mileage, & speed	✓			
Cell phone holder	✓		✓	Delta phone holder can be added
Wide commuter tires	✓			

Front and rear wheel locks			✓	Chain lock is more secure
Bicycle maximum weight 60 lbs.	✓			
Frames and components support a minimum 300 lbs, combined cargo and persons.	✓			
Frames have powder coat glossy finish	✓			
Specifications attached	✓			
Warranty attached	✓			
Warranty frame - lifetime	✓			
Warranty components - 2 years	✓			
Warranty accessories - 1 year	✓			
Available for pickup on or before June 21, 2021	✓			

# Allant+ 7S

Size	Color	Price
M	Matte Quicksilver	Advertised \$3,899.99

## Weight

M - 24.52 kg / 54.06 lbs

This bike has a maximum total weight limit (combined weight of bicycle, rider, and cargo) of 300 pounds (136 kg).



## Frame

High-performance hydroformed alloy, Removable Integrated Battery, Range Boost compatible, internal cable routing, Motor Armor, post-mount disc, 135x5mm QR

## Fork

SR Suntour Mobie25, coil spring, tapered alloy steerer, preload, rebound, lockout, post mount disc, 100x15mm thru-axle, 50mm travel

## Headset

FSA Integrated, sealed cartridge bearing, 1-1/8" top, 1.5" bottom

## Brakeset

Shimano MT520 4-piston hydraulic disc, post-mount 180mm rotor

## Tires

Schwalbe G-One, 650Bx57c

## Shifters

Shimano Alivio M3100, 9 speed

**Rear hub**

Bontrager Disc, 32-hole, 6-bolt disc, 15mm alloy thru-axle

**Rims**

Alex MD35 27.5", Tubeless Ready, 32-hole, 35mm width, presta valve

**Saddle**

Bontrager Commuter Comp, integrated light

**Seatpost**

Bontrager Comp, 6061 alloy, 31.6mm, 8mm offset

**Handlebar**

Bontrager alloy, 31.8mm, 15mm rise

**Stem**

Bontrager alloy, 31.8mm, Blendr compatible, 7 degree

**Grips**

Bontrager Satellite Elite, alloy lock-on

**Rear derailleur**

Shimano Alivio T4000, long cage

**Crank**

ProWheel 40T narrow/wide steel, w/alloy guard

**Cassette**

Shimano HG200, 11-36, 9 speed

**Chain**

KMC X9

**Pedals**

Bontrager Satellite City pedal

## **Trek/Bontrager/Electra/Diamant Limited Warranty**

### **We've Got You Covered**

We provide a warranty against defects in materials and workmanship for all original equipment and aftermarket products, as specified below.

### **First Things First**

Contact an authorized retailer or distributor to initiate a warranty claim. Proof of purchase is required. [Click here](#) to find a retailer near you.

### **Lifetime**

Framesets (frame and rigid fork), main frame, and full suspension swing arms for the lifetime of the original owner

Bontrager wheels with carbon rims

### **2 Years**

Apparel

Parts and accessories

Rear suspension linkage components, including bearings, rocker link, and accompanying hardware and components

Bontrager wheels with alloy rims

Paint and decals

### **Subsequent Ownership**

Subsequent owners (second or later) are entitled to a three-year warranty from the date of original purchase from the retailer. Proof of original purchase is required to validate the coverage period.

### **This Warranty Does Not Cover**

Normal wear and tear

Improper assembly

Corrosion

Improper maintenance

Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

Damage or failure due to accident, misuse, abuse, or neglect

Labor charges for part replacement or changeover

Non-proprietary products (any other original part or component) covered by the original manufacturer's warranty

This warranty applies to:

- All model year 2020 and newer bicycles
- Parts and accessories purchased after August 1, 2019.

Any products not specifically included above are omitted, but may be included in the 2012-2019 Trek Care Limited Warranty. [Click here for details.](#)

This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item at the manufacturer's discretion. This warranty extends from the original date of purchase. Trek and Electra are not responsible for incidental or consequential damages unless prohibited by state law. Claims made outside the country of original purchase may be subject to fees and additional restrictions. Warranty duration and detail may vary by country. The English version of the warranty shall prevail.

E-Bicycle Request for Quotes Checklist  
 Complete a checklist for each type quoted

Manufacturer Trek Model Vale 60 Class 1  
 Quantity available 1

Size (S, M, L) M Rider posture (Classic, City, Trekking)  
 Frame (Step-thru or regular) Step-thru

Specification	Meets Specification	Does not meet Specification	Substituted	Explanation
Maximum miles traveled on electric-assist with a 200 lb person at or greater than 60 miles	✓			
Equipped with a rear rack that supports 50 lbs or more	✓			
Equipped with a wire mesh basket on the front	✓		✓	Tepeak Front wire mesh Basket
Performance quality mid-drive motor	✓			
500-watt minimum Integrated battery	✓			
Heavy-duty reinforced chain or belt drive	✓			
3 pedal-assist levels	✓			
9 gear shifters, minimum	✓			
Rotor or hydraulic rotor brakes	✓			
Front and rear fenders	✓			
Integrated front and rear lights	✓			
LCD that displays battery life, mileage, & speed	✓			
Cell phone holder	✓		✓	Delta phone Mount
Wide commuter tires	✓			

Front and rear wheel locks			✓	<i>seperate chainlock</i>
Bicycle maximum weight 60 lbs.	✓			
Frames and components support a minimum 300 lbs, combined cargo and persons.	✓			
Frames have powder coat glossy finish	✓			
Specifications attached	✓			
Warranty attached	✓			
Warranty frame - lifetime	✓			
Warranty components - 2 years	✓			
Warranty accessories - 1 year	✓			
Available for pickup on or before June 21, 2021	✓			



# Vale Go! 9D EQ

Size	Color	Price
M	Sapphire Metallic	Advertised \$3,299.99

## Lincoln Ave Cycling

430 West Lincoln  
Indiana, Goshen  
46526-2413 United States

lincolnavenucycling@gmail.com

## Weight

24.45 kg / 54 lbs

This bike has a maximum total weight limit (combined weight of bicycle, rider, and cargo) of 300 pounds (136 kg).

## Monday

10:00 AM - 6:00 PM

## Tuesday

10:00 AM - 6:00 PM

## Wednesday

10:00 AM - 6:00 PM

## Thursday

10:00 AM - 6:00 PM

## Friday

10:00 AM - 6:00 PM

## Saturday

9:00 AM - 4:00 PM



## Frame

6061-T6 aluminum w/ patented Flat Foot Technology®

## Fork

Alloy hydroformed

## Rear hub

Alloy low-flange w/ 6-bolt disc, 32h, 12 mm thru-axle

## Rims

Double-wall alloy 27.5" x 32h

## Saddle

Selle royal essenza

## Headset

FSA e2 integrated

## Brakeset

Front/rear: Tektro hydraulic disc brakes

## Tires

Schwalbe Super Moto-X 27.5" x 2.4" w/ puncture resistant Kevlar® guard casing and reflective stripe

## Shifters

Shimano acera rapid fire plus

## Rear derailleur

Shimano Alivio 9-speed



**Seatpost**

Alloy suspension post 27.2 x  
400 mm, 40 mm travel

**Handlebar**

Alloy custom bend

**Stem**

Forged alloy 31.8 mm  
threadless, 60 mm extension,  
Blendr compatible

**Grips**

Electra Vale custom ergo  
Kraton w/ alloy locking collars

**Crank**

FSA forged alloy 170 mm,  
Bosch type, 40t FSA chainring

**Cassette**

Shimano 9-speed 11-36t

**Chain**

KMC E9T nickel plated

**Pedals**

Resin platform w/ grip tape  
tread

## **Trek/Bontrager/Electra/Diamant Limited Warranty**

### **We've Got You Covered**

We provide a warranty against defects in materials and workmanship for all original equipment and aftermarket products, as specified below.

### **First Things First**

Contact an authorized retailer or distributor to initiate a warranty claim. Proof of purchase is required. [Click here](#) to find a retailer near you.

### **Lifetime**

Framesets (frame and rigid fork), main frame, and full suspension swing arms for the lifetime of the original owner

Bontrager wheels with carbon rims

### **2 Years**

Apparel

Parts and accessories

Rear suspension linkage components, including bearings, rocker link, and accompanying hardware and components

Bontrager wheels with alloy rims

Paint and decals

### **Subsequent Ownership**

Subsequent owners (second or later) are entitled to a three-year warranty from the date of original purchase from the retailer. Proof of original purchase is required to validate the coverage period.

### **This Warranty Does Not Cover**

Normal wear and tear

Improper assembly

Corrosion

Improper maintenance

Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

Damage or failure due to accident, misuse, abuse, or neglect

Labor charges for part replacement or changeover

Non-proprietary products (any other original part or component) covered by the original manufacturer's warranty

This warranty applies to:

- All model year 2020 and newer bicycles
- Parts and accessories purchased after August 1, 2019.

Any products not specifically included above are omitted, but may be included in the 2012-2019 Trek Care Limited Warranty. [Click here for details.](#)

This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item at the manufacturer's discretion. This warranty extends from the original date of purchase. Trek and Electra are not responsible for incidental or consequential damages unless prohibited by state law. Claims made outside the country of original purchase may be subject to fees and additional restrictions. Warranty duration and detail may vary by country. The English version of the warranty shall prevail.

E-Bicycle Request for Quotes Checklist  
 Complete a checklist for each type quoted

Manufacturer Trek Model Allant+ 75 Class 3  
 Quantity available 2

Size (S,M,L) XL Rider posture (Classic, City, Trekking)  
Fits rider's size Frame (Step-thru or regular) Regular  
6'1" to 6'5"

Specification	Meets Specification	Does not meet Specification	Substituted	Explanation
Maximum miles traveled on electric-assist with a 200 lb person at or greater than 60 miles	✓			
Equipped with a rear rack that supports 50 lbs or more	✓			
Equipped with a wire mesh basket on the front	✓		✓	Topeak Front Mesh Basket added
Performance quality mid-drive motor	✓			
500-watt minimum Integrated battery	✓			
Heavy-duty reinforced chain or belt drive	✓			
3 pedal-assist levels	✓			
9 gear shifters, minimum	✓			
Rotor or hydraulic rotor brakes	✓			
Front and rear fenders	✓			
Integrated front and rear lights	✓			
LCD that displays battery life, mileage, & speed	✓			
Cell phone holder	✓		✓	Delta Phone Mount
Wide commuter tires	✓			

Front and rear wheel locks			✓	Chain Lock Sold Separate
Bicycle maximum weight 60 lbs.	✓			
Frames and components support a minimum 300 lbs, combined cargo and persons.	✓			
Frames have powder coat glossy finish	✓			
Specifications attached	✓			
Warranty attached	✓			
Warranty frame - lifetime	✓			
Warranty components - 2 years	✓			
Warranty accessories - 1 year	✓			
Available for pickup on or before June 21, 2021	✓			



# Allant+ 7S

Size	Color	Price
XL	Matte Quicksilver	Advertised \$3,899.99

## Lincoln Ave Cycling

430 West Lincoln  
Indiana, Goshen  
46526-2413 United States

lincolnavenuencycling@gmail.com

## Weight

M - 24.52 kg / 54.06 lbs

This bike has a maximum total weight limit (combined weight of bicycle, rider, and cargo) of 300 pounds (136 kg).



## Monday

10:00 AM - 6:00 PM

## Tuesday

10:00 AM - 6:00 PM

## Wednesday

10:00 AM - 6:00 PM

## Thursday

10:00 AM - 6:00 PM

## Friday

10:00 AM - 6:00 PM

## Saturday

9:00 AM - 4:00 PM

## Frame

High-performance hydroformed alloy, Removable Integrated Battery, Range Boost compatible, internal cable routing, Motor Armor, post-mount disc, 135x5mm QR

## Fork

SR Suntour Mobie25, coil spring, tapered alloy steerer, preload, rebound, lockout, post mount disc, 100x15mm thru-axle, 50mm travel

## Headset

FSA Integrated, sealed cartridge bearing, 1-1/8" top, 1.5" bottom

## Brakeset

Shimano MT520 4-piston hydraulic disc, post-mount 180mm rotor

## Tires

Schwalbe G-One, 650Bx57c

## Shifters

Shimano Alivio M3100, 9 speed

**Rear hub**

Bontrager Disc, 32-hole, 6-bolt disc, 15mm alloy thru-axle

**Rims**

Alex MD35 27.5", Tubeless Ready, 32-hole, 35mm width, presta valve

**Saddle**

Bontrager Commuter Comp, integrated light

**Seatpost**

Bontrager Comp, 6061 alloy, 31.6mm, 8mm offset

**Handlebar**

Bontrager alloy, 31.8mm, 15mm rise

**Stem**

Bontrager alloy, 31.8mm, Blendr compatible, 7 degree

**Grips**

Bontrager Satellite Elite, alloy lock-on

**Rear derailleur**

Shimano Alivio T4000, long cage

**Crank**

ProWheel 40T narrow/wide steel, w/alloy guard

**Cassette**

Shimano HG200, 11-36, 9 speed

**Chain**

KMC X9

**Pedals**

Bontrager Satellite City pedal

## **Trek/Bontrager/Electra/Diamant Limited Warranty**

### **We've Got You Covered**

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### **First Things First**

Contact an authorized retailer or distributor to initiate a warranty claim. Proof of purchase is required. [Click here](#) to find a retailer near you.

### **Lifetime**

Framesets (frame and rigid fork), main frame, and full suspension swing arms for the lifetime of the original owner

Bontrager wheels with carbon rims

### **2 Years**

Apparel

Parts and accessories

Rear suspension linkage components, including bearings, rocker link, and accompanying hardware and components

Bontrager wheels with alloy rims

Paint and decals

### **Subsequent Ownership**

Subsequent owners (second or later) are entitled to a three-year warranty from the date of original purchase from the retailer. Proof of original purchase is required to validate the coverage period.

### **This Warranty Does Not Cover**

Normal wear and tear

Improper assembly

Corrosion

Improper maintenance

Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

Damage or failure due to accident, misuse, abuse, or neglect

Labor charges for part replacement or changeover

Non-proprietary products (any other original part or component) covered by the original manufacturer's warranty

This warranty applies to:

- All model year 2020 and newer bicycles
- Parts and accessories purchased after August 1, 2019.

Any products not specifically included above are omitted, but may be included in the 2012-2019 Trek Care Limited Warranty. [Click here for details](#).

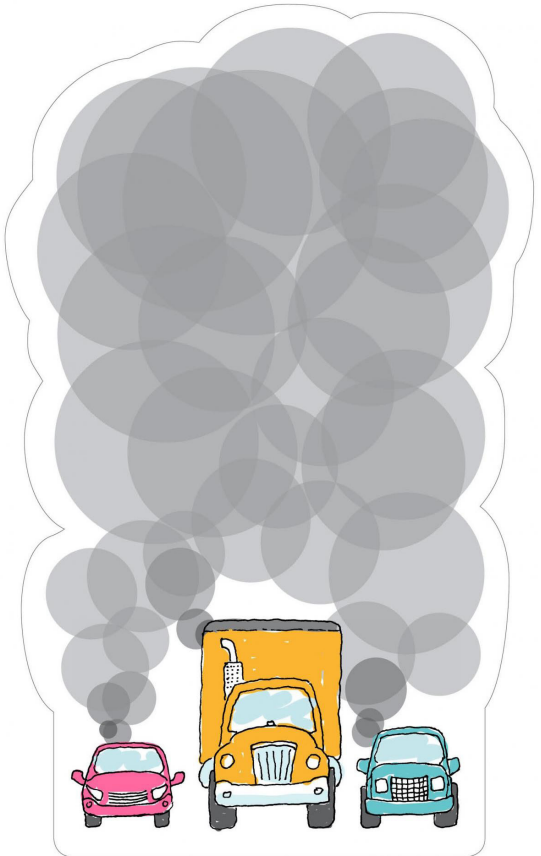
This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item at the manufacturer's discretion. This warranty extends from the original date of purchase. Trek and Electra are not responsible for incidental or consequential damages unless prohibited by state law. Claims made outside the country of original purchase may be subject to fees and additional restrictions. Warranty duration and detail may vary by country. The English version of the warranty shall prevail.

# HOW WOULD YOUR LIFE CHANGE IF YOU RODE A BIKE TO WORK JUST TWO DAYS A WEEK?



## Health Benefits of Biking

- Relieves stress
- Reduces risk of heart disease
- Boosts metabolism
- Gives you legs of steel
- Burns calories, not fuel
- Strengthens your immune system
- Reduces high blood pressure & risk of diabetes
- Helps you lose fat, build muscle
- Improves coordination



### Equipment Matters

Choose your equipment to meet your body's needs and the riding that you want to do.

Hybrid City Bikes	Comfort Bikes
<ul style="list-style-type: none"> <li>Aggressive exercise</li> <li>Leisure</li> <li>City biking</li> <li>Off-road</li> </ul>	<ul style="list-style-type: none"> <li>Long, leisurely bike rides</li> <li>Flat sidewalks</li> <li>Dedicated bike lanes</li> <li>Bike paths</li> </ul>
<h4>Hybrid Bike</h4> <ul style="list-style-type: none"> <li>Lighter</li> <li>Less suspension</li> <li>Lower handlebars</li> <li>Less opulent seat</li> <li>Allow your body to absorb shocks</li> </ul>	<h4>Comfort Bike</h4> <ul style="list-style-type: none"> <li>Sitting upright</li> <li>Maximum comfort</li> <li>Thick, cushioned seat</li> <li>Durable suspension system</li> <li>Handlebars are close</li> <li>Wide, 26-inch tires</li> <li>Maximum shock absorption</li> </ul>

### Classic Position



#### Advantage

- Stress on arms & hands is very low.

#### Disadvantage

- All weight sits on buttocks.

### City Position



#### Advantages

- Good view of traffic.
- Power can be firmly applied to the pedal.

#### Disadvantages

- High seat can tempt one to slump in the saddle.
- Arms are often held straight to grip leading to cramped shoulders.

### Trekking Position



#### Advantages

- Shoulders, back of the neck and hands take a greater share in supporting the load.
- Releases pressure on back, spine and buttocks, important for long distances.

#### Disadvantages

- Muscles need training to handle this load comfortably.

### Sporty Position



#### Advantages

- Optimum power transmission.
- Aerodynamic, low air resistance.

#### Disadvantages

- Not suitable for cycling in everyday traffic
- Body is continuously tensed to performance level.
- Demands highly trained areas (back, legs, shoulders, stomach).



# WHAT KIND OF BICYCLE RIDER ARE YOU?



## 1% Strong and Fearless

1% of the population can be classified as “Strong and Fearless;” comfortable bicycling on major roadways and are often willing to ride without any bicycle facilities.

## 5% Enthused and Confident

5% of the population can be classified as “Enthused and Confident;” comfortable bicycling in most urban environments - but will seek out bicycle infrastructure and low-stress streets when available.



## 60% Interested but Concerned

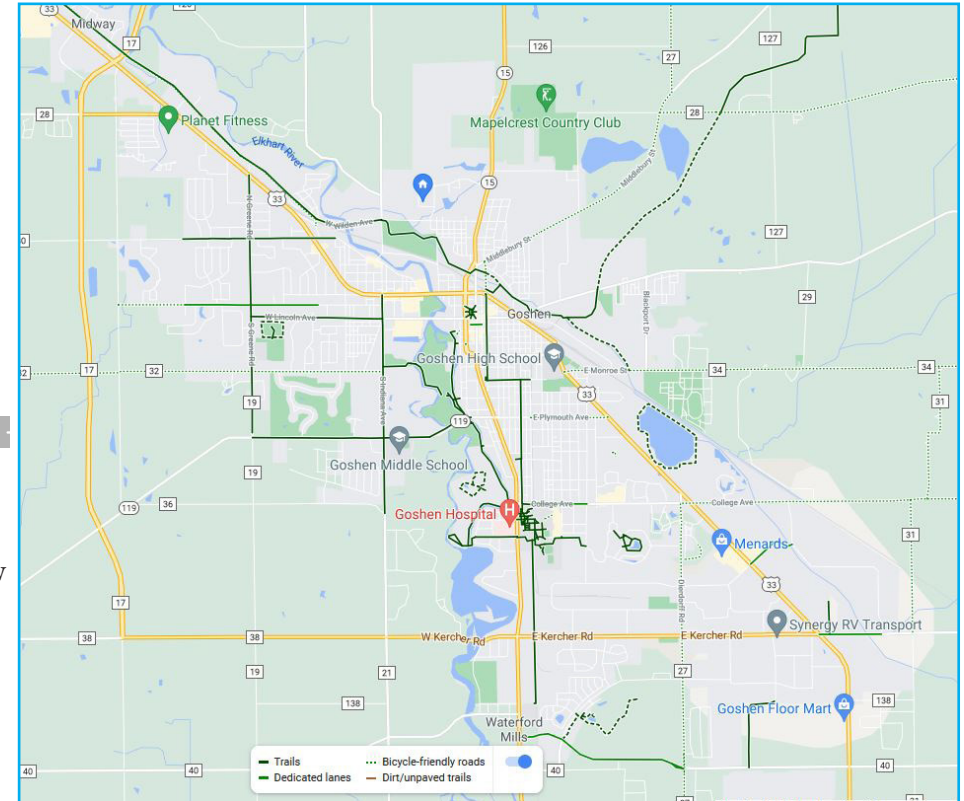
60% of the population can be classified as “Interested but Concerned;” will only bicycle on low-stress streets, having low tolerance for high-stress streets or intersections.



## 35% not interested

35% of the population has no interest in bicycling, classified as “No Way, No How;” due to a number of factors including opinion, age, disability, and commute distance.

Goshen Bike Path Map



Where do you want to go? If you are not sure of your path, hop on Google Maps and select the bicycle mode. The app will select a couple of paths that utilize bicycle friendly routes.

## What are electric-assisted bicycles (e-bikes)?

Electric assist bicycles are powered by YOU and a little assistance from a battery. It enables the user to travel farther, faster, and in tougher weather conditions. It also allows persons who may have experienced knee or joint pain or have asthma enjoy riding again. Benefits include:

- Allows seniors or those physically unable to go longer distances
- The downtube battery keeps weight low and enhances balance
- It is compact and requires very little maintenance
- Allows you to travel faster than a regular bike (especially when going uphill)
- Easy to maintain, it's just an ordinary bike with an added battery and motor
- Very useful for commuting quickly and avoiding traffic
- High mobility & versatility - overcomes off-road, dirt, snow



Trek E-Bike



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

May 17, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer  
**Subject:** Agreement for Well Cleaning and Maintenance

The City solicited quotes for well cleaning and maintenance for the City of Goshen Water and Sewer Department. Proposals were received from Peerless Midwest, Inc., Ortman Drilling and Water Service, and National Water Services. Peerless Midwest, Inc., was the most responsible and responsive bidder in the amount of \$45,575.00.

Attached for the Board's approval and execution is an agreement with Peerless Midwest, Inc.

Suggested Motion:

Move to approve and execute the Agreement for Well Cleaning and Maintenance with Peerless Midwest, Inc.

**AGREEMENT  
FOR  
WELL CLEANING AND MAINTENANCE  
SOLICITATION NO. 2021-005**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, by and between **Peerless Midwest, Inc.** (“Contractor”), whose mailing address is 55860 Russell Industrial Parkway, Mishawaka, Indiana, 46545, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety and Stormwater Board (“City”).

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

**1. Duties of Contractor**

- 1.1. Contractor shall preform all work for the Well Cleaning and Maintenance in accordance with the complete Specification Documents, which include all Detailed Specifications, plans and drawings, and other documents, all of which are incorporated by reference to this agreement. For the purposes of this agreement, all duties to be performed by Contractor shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, which include all Detailed Specifications, plans and drawings; and 3) the Contractor’s Proposal.

**2. Effective Date; Contract Term; Liquidated Damages**

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical after receiving a written notice to proceed from City.
- 2.3. If Contractor does not substantially complete the Project by June 8, 2021, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by June 8, 2021 in lieu of actual damages Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100.00) per day as

liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

**3. Compensation**

- 3.1. Contractor's Proposal is based on established unit prices for the work items and estimated quantities for such work items with the total cost of the Project estimated at Forty-Five Thousand Five Hundred and Seventy-Five Dollars (\$45,575.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeror. The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.
- 3.2. Prices shall cover and include all costs necessary for Contractor to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

**4. Entire Agreement**

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

**5. Authority to Execute**

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

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

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

**Peerless Midwest, Inc**

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

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

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

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

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

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

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



May 7, 2021

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

Attn: Ms. Keitha Windsor

RE: Well Cleaning and Maintenance

Dear Ms. Windsor:

We are pleased to provide our proposal for referenced work in conformance with the City of Goshen RFP dated April 23, 2021. We understand that timely completion of this work is essential and we are prepared to start on **June 1, 2021**.

Peerless-Midwest is the industry leader in providing well and pump maintenance services. As a full-service firm we offer many advantages:

- ✿ Experienced field technicians utilizing proper testing equipment and methods.
- ✿ The hydrogeology group complements and collaborates with our Contracting division.
- ✿ Authorized service and repair shop in the Midwest for Floway and National Lineshaft Turbine Pumps.
- ✿ Instrument and Controls group compliments and collaborates with the field technicians.
- ✿ Data compilation by the project management staff. This includes evaluating the pumping equipment performance at several condition points relative to the factory curve. Pump RPM and friction losses are factored into the equation to insure accuracy and consistency. Well specific capacity (GPM/FT D.D.) is calculated and evaluated for potential plugging of the well screen and surrounding formation.

Once authorized, high service pump #2 will be removed and transported to our Mishawaka Facility. A full assessment of the pump and motor will be given to the City of Goshen. The City's authorization is required before any repairs are made. We understand quick completion of this project is important to the City of Goshen, and the City should be aware that Floway's lead-time on likely needed repair parts is currently four weeks.

A full assessment of the pump and motor will be given to the City of Goshen. The City's authorization is required before any repairs are made. The pricing below includes all new components from the discharge head down in compliance with the specifications. The final cost may be less if all parts do not require replacement. Once installed, our experienced technician will conduct a vibration analysis using a Vibrapac 1000.

Once authorized, the High Service #6 check valve will be replaced with a new 10" Silent wafer check valve by Cla-Val. This is a like-for-like replacement and will comply with all specifications. Additionally, we will reuse the existing spool piece that runs from the head to the check valve to avoid any undue cost.

Once authorized, well #5A cleaning will start with a pre-cleaning video, visually assessing its current condition. We will perform a second video assessment once the cleaning is complete to confirm cleaning effectiveness. **A certified hydrogeologist will conduct pre and post clean videos.** The cleaning will be scheduled using the method outlined in the bid package. All wells are unique and do not respond the same way to any given treatment methodology. If a deviation from the specification is needed, we will seek approval from the City before adjusting the schedule. When wells are in close proximity, care is taken to ensure harmful chemicals will not migrate to a pumping well. Limiting contact time and working with the utility operators regarding well usage is essential.

The pump in well #5A will be removed and inspected at our Mishawaka facility. A full assessment of the pump and motor will be given to the City of Goshen. The City's authorization is required before any repairs are made.

High Service #2 – Overhaul	\$25,875.00
High Service #6 – Check Valve	\$3,750.00
Well 5A – Clean	\$15,950.00
<b>Total Project</b>	<b>\$45,575.00</b>

Goshen Legal Department  
May 7, 2021

Peerless Midwest is the authorized service and repair shop in the Midwest for Floway and National Lineshaft Turbine Pumps and is capable of servicing all makes and models of vertical and horizontal pumps. We adhere to all the standards outlined in the Goshen RFP, including vibration analysis using a Vibrapac 1000, testing, reporting, and the warranty period. For horizontal installations, laser alignment equipment is utilized to ensure extended service life. All repair work will conform to the American Water Works Association (AWWA) standards.

We appreciate this opportunity to submit our proposal for your consideration. If you have any questions about this information, we would be pleased to schedule a meeting at your convenience to discuss the work in detail.

Sincerely,

PEERLESS-MIDWEST, INC.



Adam L. Gerstbauer  
Project Manager  
574.252.5896 (Direct)  
574.254.9050 (Office)  
574.276.6059 (Cell)  
Adam.gerstbauer@peerlessmidwest.com

ALG

## EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Contractor shall be held liable for strict compliance.

**NO**, this proposal does not contain any deviation from or exception taken to the stated Specification Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specification Documents.

**YES**, this proposal does contain deviation from or exception taken to the stated Specification Documents which is/are detailed more fully below (attach additional pages if needed):



## BUSINESS CERTIFICATION

Contractor must complete this page to identify the form of business organization the Contractor is operating under.

A limited partnership, limited liability partnership, limited liability company, and corporation is required to be registered with the Indiana Secretary of State to do business in the state of Indiana and with the City of Goshen in order to be considered responsible. If the business entity is not currently registered with the Indiana Secretary of State, the business entity must agree to become registered as a contingency of being awarded a contract. Failure to register with the Indiana Secretary of State within a reasonable period of time may result in a determination that the business entity is non-responsible and a contract awarded may be cancelled. This requirement DOES NOT apply to a sole proprietorship or general partnership.

Contractor Name: Peerless-Midwest, Inc.

The Contractor is operating as a (check one):

- Contractor is a SOLE PROPRIETORSHIP
- Contractor is a GENERAL PARTNERSHIP
- Contractor is a LIMITED PARTNERSHIP
- Contractor is a LIMITED LIABILITY PARTNERSHIP
- Contractor is a LIMITED LIABILITY COMPANY
- Contractor is a CORPORATION

The Contractor, excluding a sole proprietorship or general partnership, is organized under the laws of the (complete one):

State of Indiana and is currently registered with the Indiana Secretary of State.  
The Business ID number for the Contractor is 197203-402.

State of \_\_\_\_\_ but IS NOT currently registered with the Indiana Secretary of State. By submitting this proposal, the Contractor agrees to register with the Indiana Secretary of State as a contingency of being awarded a contract.

Information concerning registration with the Indiana Secretary of State may be obtained by contacting the Indiana Secretary of State, Business Services Division, 302 W. Washington Street, Room E018, Indianapolis, IN 46204; (317) 234-9768; or <https://inbiz.in.gov/BOS/Home/Index>.

**NEPOTISM DISCLOSURE**

Contractor Name: Peerless-Midwest, Inc.

For the purpose of complying with Indiana Code § 36-1-21, identify below whether:

X Contractor **IS NOT** a relative of a City of Goshen elected official.

\_\_\_\_\_ Contractor **IS** a relative of a City of Goshen elected official. This includes an individual who is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official. Please specify the relative(s) below:

Name of elected official: \_\_\_\_\_

Relationship to Contractor: \_\_\_\_\_



**SIGNATURE**

Contractor Name: Peerless-Midwest, Inc.

The undersigned certifies that Contractor has read and understands the instructions, terms, conditions and specifications of this solicitation. Contractor agrees to fulfill the requirements of any awarded contract at the prices proposed based on the terms and conditions of all Specification Documents, including all Addenda. The undersigned authorized representative further certifies that he/she is duly authorized to submit this proposal and execute a contract on behalf of Contractor. Signature by the Contractor's authorized representative constitutes execution of each any every Part of this Proposal.

**SIGNATURE MUST BE NOTARIZED**

Contractor's Authorized Representative:

Signature: *Adam Gerstbauer* Title: Project Manager

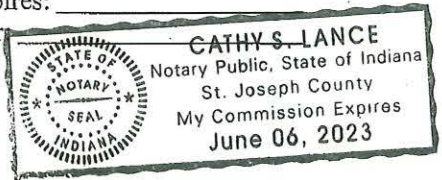
Printed: Adam Gerstbauer Date: 5/6/21

STATE OF Indiana )  
 ) SS:  
COUNTY OF St. Joseph )

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Adam Gerstbauer, being known to me or whose identity has been authenticated by me, who affirmed that the statements in the foregoing Contractor's Proposal are true and correct.

Witness my hand and Notarial Seal this 6 day of May, 2021.  
*Cathy S. Lance*

Printed Name: Cathy S. Lance  
Notary Public of St. Joseph County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_







**Legal Department  
CITY OF GOSHEN**

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

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

To: The Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Date: April 28, 2021  
Re: Disposal of Potassium Cyanide

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The City entered into a contract with Ergo Resource Management, Inc. for the disposal of potassium cyanide located at the City's wastewater treatment plant. The contractor requires the execution of a certain document confirming the characteristics of the waste. The document requires certification that the person signing the document has permission to sign on behalf of the City, and the individual must be able to produce such certification in writing upon request.

Suggested Motion: To approve Resolution 2021 - 14 authorizing Jim Kerezman to execute a certain Waste/Material Profile Form associated with the disposal of potassium cyanide.

**RESOLUTION 2021-14**

**A RESOLUTION AUTHORIZING EXECUTION OF WASTE/MATERIAL PROFILE FORM  
FOR THE DISPOSAL OF POTASSIUM CYANIDE**

WHEREAS, the City entered into a contract with Ergo Resource Management, Inc. for the disposal of potassium cyanide located at the wastewater treatment plant; and

WHEREAS, the disposal of the potassium cyanide requires an employee of the City to sign a Waste/Material Profile Form (*see* a copy of which attached hereto) that confirms the nature of the material being disposed; and

WHEREAS, Jim Kerezman is the appropriate City employee to execute the Waste/Material Profile Form on behalf of the City.

NOW, THEREFORE, BE IT RESOLVED by the City of Goshen, Indiana Board of Works and Safety that Jim Kerezman is authorized to execute the Waste/Material Profile Form, required for the disposal of potassium cyanide, on behalf of the City of Goshen.

RESOLVED by the City of Goshen, Indiana Board of Works and Safety on the 17<sup>th</sup> day of May, 2021.

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

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member

Date Signed: May \_\_\_\_\_, 2021

**WASTE/MATERIAL PROFILE FORM**
**A. GENERATOR/CUSTOMER INFORMATION**

1. <b>Generator:</b> City of Goshen - Wastewater Utility			
2. <b>Site Address:</b> 1000 W. Wilden Ave.		<input type="checkbox"/> <b>P.O. required for payment?</b> <i>If yes, include:</i>	
<b>City:</b> Goshen	<b>Phone:</b> (574) 534-4003		
<b>State:</b> IN <b>Zip:</b> 46526	<b>Country:</b> USA	8. <b>Invoicing company:</b> ENVIRONMENTAL RECYCLING	
3. <b>Mailing Address:</b> 1000 W. Wilden Ave.		9. <b>Invoicing Address :</b> PO BOX 167	
<b>City:</b> Goshen		<b>City:</b> BOWLING GREEN	
<b>State:</b> IN <b>Zip:</b> 46526	<b>Country:</b> USA	<b>State:</b> OH <b>Zip:</b> 43402 <b>Country:</b> USA	
4. <b>Technical Contact:</b> Jim Kerezman		10. <b>Customer Contact:</b> Sarah Oryschak	
5. <b>Phone:</b> (574) 534-4003	<b>Email:</b> jimkerezman@cityofgoshen.com	11. <b>Phone:</b> (734) 437-9650	<b>Email:</b> soryschak@ergenvironmental.com
6. <b>Generator Status:</b> <input type="radio"/> SQG <input type="radio"/> LQG <input checked="" type="radio"/> VSQG/CESQG <input type="radio"/> Not Applicable			
7. <b>EPA ID #:</b> VSQG	<b>NAICS CODE:</b>	<b>State ID #:</b>	

**B. WASTE/MATERIAL STREAM**

1. <b>Common Name:</b> LP: Potassium Cyanide
2. <b>Generating Process:</b> See profile form - continuation (Generating Process) for full description
3. <b>Source Code:</b> G11 <b>Form Code:</b> W004

**C. SHIPPING/PACKAGING INFORMATION**

1. <b>DOT Hazardous Materials?</b> <input checked="" type="radio"/> Yes <input type="radio"/> No <b>Proper Shipping Name:</b> Waste, Potassium cyanide, solid			
2. <b>Additional Description:</b>			
3. <b>RQ:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	<b>RQ Reason:</b>	<b>RQ Threshold:</b>	<b>UN/NA#:</b> UN1680
<b>Packing Group:</b> I	<b>ERG#:</b> 157	<b>Hazard Class:</b> 6.1	
4. <b>DOT Special Permit?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No <b>Permit #:</b>			
5. <b>24-Hour Emergency Phone:</b> (734) 437-9677		6. <b>DOT Inhalation Hazard?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No	
7. <b>Container Type:</b> <input type="checkbox"/> Bulk <input type="checkbox"/> Totes <input type="checkbox"/> Pallet <input type="checkbox"/> Boxes <input checked="" type="checkbox"/> Drums <input type="checkbox"/> Cylinder <b>Container size:</b> 5 Gallon Drum			
<input checked="" type="checkbox"/> Lab Pack <i>(If 40 CFR 264.316/49 CFR 173.12(b) Lab Pack Inventory lists required)</i>			
<input type="checkbox"/> Combination Containers <i>(e.g., inner containers)</i> <b>Describe:</b>			
<input type="checkbox"/> Other, <b>Describe:</b>			
8. <b>Volume/Frequency:</b> <b>Volume:</b> Varies <b>Units:</b>			
<b>Frequency:</b> <input checked="" type="radio"/> Year <input type="radio"/> Quarterly <input type="radio"/> Monthly <input type="radio"/> 1 Time <input type="radio"/> Other, <b>Describe:</b>			

**D. PHYSICAL PROPERTIES**

1. <b>Physical Description</b> <i>(e.g. soil, water, PPE, debris, sorbent, etc. Include 100% of container content. If debris, provide dimensions &amp; weight.)</i>			
<b>Description</b>	<b>Typical (%)</b>	<b>Min (%)</b>	<b>Max (%)</b>
Varies - see attached inventory sheet(s)		100	100
2. <b>Odor:</b> <input type="radio"/> None <input checked="" type="radio"/> Slight <input type="radio"/> Strong <b>Odor type:</b> <input type="checkbox"/> Ammonia <input type="checkbox"/> Amines <input type="checkbox"/> Mercaptans <input type="checkbox"/> Sulfur			
<input type="checkbox"/> Organic Acid <input checked="" type="checkbox"/> Other <b>Describe:</b> VARIES			
3. <b>Physical State: (at 70°F)</b> <input checked="" type="checkbox"/> Solid <input type="checkbox"/> Dust/Powder <input type="checkbox"/> Debris <input type="checkbox"/> Sludge/Slurry <input type="checkbox"/> Liquid <input type="checkbox"/> Gas/Aerosol <input type="checkbox"/> Varies			
4. <b>Color:</b> WHITE:		5. <b>Liquid phases:</b> <input type="radio"/> Single <input type="radio"/> Double Layer <input type="radio"/> Multi-layer <input checked="" type="radio"/> N/A	
6. <b>Is it solid using the paint filter test?</b> <i>(40 CFR Part 264.314(b))</i>		<input checked="" type="radio"/> Yes (Solid) <input type="radio"/> No (Not Solid)	
Is there a possibility of incidental liquids from transportation?		<input type="radio"/> Yes <input checked="" type="radio"/> No	
7. <b>pH:</b> <i>(If solid, provide estimated pH if mixed 50:50 with water)</i>		<input type="checkbox"/> <=2 <input type="checkbox"/> 2.1 - 4.9 <input checked="" type="checkbox"/> 5 - 10 <input type="checkbox"/> 10.1 - 12.4 <input type="checkbox"/> >=12.5	
8. <b>Flash Point:</b> °F and/or <input type="checkbox"/> <90 °F <input type="checkbox"/> 90 - 139 °F <input type="checkbox"/> 140 - 199 °F <input type="checkbox"/> 200 °F		<input checked="" type="checkbox"/> Does not flash <input type="checkbox"/> Flammable solid	
<b>BTU/lb. Value:</b> and/or <input type="radio"/> <5000 BTU <input type="radio"/> >5000 BTU			
9. <b>Are there any known handling/treatment issues involving this material?</b> <i>(i.e. Describe whether the waste stream has ever been the direct or suspected cause of a fire or other reaction, and whether there are any specific controls you use to prevent any adverse reactions?)</i> <input type="radio"/> Yes <input checked="" type="radio"/> No			



**E. CHARACTERIZATION & CHEMICAL COMPOSITION**

1. US Ecology Texas Customers - Waste/Material Type:  Industrial  Non-Industrial  N/A TX State Code:

Pennsylvania Residual Waste:  Yes  No PA State Code (s):

2. State Waste Codes:	None									
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3. RCRA Waste Codes:	D003	P098								
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If None, is it exempt from the definition of "Solid Waste" or "Hazardous Waste"?  Yes  No

4. If F006-F009, F012, or F019, are Cyanides used in the process?  Yes  No (If yes, Total and Amenable CN (9010/9012) analysis required)

5. Knowledge is from:  Lab analysis (requires attachment)  SDS/MSDS (requires attachment)  Process/generator knowledge

6. Chemical Composition (include all applicable UHC's TRI Section 313 chemicals, OSHA Hazardous Materials, etc.)

Constituent	Units	TCLP	Totals	Typical	Min	Max	UHC	Exceeds LDR
Potassium cyanide	%	<input type="radio"/>	<input checked="" type="radio"/>	100	100	100	<input type="checkbox"/>	<input type="checkbox"/>

**F. ADDITIONAL PROPERTIES**

1. Explosive:  Yes  No 2. Reactive Sulfides : ppm  Yes  No

3. Shock Sensitive:  Yes  No 4. Reactive Cyanides: ppm  Yes  No

5. Radioactive:  Yes  No 6. Reactive Other:  Yes  No  
Describe: Potassium Cyanide

7. Medical/Infectious/Biohazard Waste:  Yes  No 8. Polychlorinated Biphenyls (PCB):  Yes  No

9. Dioxins and/or Furans:  Yes  No 10. Metal Fines/Powder/Paste:  Yes  No

11. Pyrophoric:  Yes  No 12. Temperature Controlled:  Yes  No

13. Thermally Unstable:  Yes  No 14. Biodegradable Sorbents:  Yes  No

15. Compressed Gas:  Yes  No 16. Used Oil:  Yes  No

17. Oxidizer:  Yes  No 18. Tires:  Yes  No

19. Organic Peroxide:  Yes  No 20. Beryllium:  Yes  No

21. Asbestos:  Yes  No

22. Ammonia/Ammonia Compounds:  Yes  No

23. Hazardous Secondary Material:  Yes  No

24. Are pharmaceutical wastes profiled under this approval subject to a prescription?  Yes  No  N/A

**G. REGULATORY INFORMATION**

1. Volatile Organic Concentration: (Per 40 CFR Part 264.1083 & 265.1084)  <500 ppmw  ≥500 ppmw

2. Has the material been treated after the initial point of generation?  Yes  No

3. If RCRA Hazardous:

- Wastewater WW=<1% TSS & TOC; 40 CFR Part 268.2
- Non-wastewater TSS/TOC>WW
- Alternative Treatment Standards for soil? > 50% soil; 40 CFR Part 268.49
- Alternative Treatment Standards for debris? 40 CFR Part 268.2(g) & (h); >50% of waste is >2.5 inch size
  - I confirm debris cannot reasonably be separated from non-debris by simple physical or mechanical means
  - I confirm debris has not been mixed/diluted with non-debris as prohibited in 40 CFR Part 268.3
- Waste meets LDR Treatment Standards

4. Treatment subcategory: (if applicable)

5. Is the site or waste/material, subject to NESHAP/MACT standard(s)?  Yes  No

6. Is the waste/material RCRA Hazardous containing Benzene and originating at a petroleum refinery (SIC 2911), chemical manufacturing plant (SIC 2800 thru 2899) or Coke by-product recovery plant (SIC 3312)?

Yes  No (If yes, complete the Benzene Waste Operations Supplement and if applicable the Thermal Supplement)

**H. GENERATOR'S CERTIFICATION**

1. Is a specific facility or treatment technology requested?  Yes  No

2. Requested Technology:

3. Thermal Processing:  Yes  No

4. Other specific restrictions requested:

5. Requested US Ecology Facility:

**Certificate Statement:**

I certify that all information (including attachments) is complete, factual and is an accurate representation of the known and suspected hazards pertaining to waste/material described herein. I authorize US Ecology's personnel to add supplemental information to the Waste/Material Profile Form, provided I am contacted and grant permission to do so. US Ecology may require re-submittal of the Waste/Material Profile Form if substantial changes are determined necessary. I authorize US Ecology's personnel to obtain a sample from any waste/material shipment for purposes of verification and confirmation and understand that waste/material that does not conform to specifications described in this Waste/Material Profile Form may be rejected by US Ecology. I certify that I am familiar with the waste/material described herein through analysis and/or process knowledge and that all information provided is true, accurate, representative and complete and that this Waste/Material Profile Form was completed in accordance with the instructions provided.

*If I am an agent acting on behalf of the generator, I also certify that I have permission to sign any and all waste/material characterization paperwork on the generator's behalf and that I can produce such certification in writing upon request.*

Signed on behalf of

Print Name:	.	Signature:	
Title:	.		
Date:		Company:	.

**WASTE/MATERIAL PROFILE FORM - CONTINUATION (Generating Process)****B. WASTE/MATERIAL STREAM**

**2. Generating Process:** Lab packing of remnant/obsolete, expired and waste chemicals. Please see inventory sheet(s) for waste specific information. Answers to blank sections will be taken from the inventory sheet(s) and/or determination based on specific chemical properties.

**LAND DISPOSAL RESTRICTION FORM (From Question G3)**

**GENERATOR INFORMATION**

<b>1. Generator:</b> City of Goshen - Wastewater Utility	<b>2. EPA ID Number:</b> VSQG
<b>5. Waste is a:</b> <input type="radio"/> Wastewater (<1% TSS & TOC) <input checked="" type="radio"/> Non-wastewater <input type="radio"/> Debris	
<b>6. Notification Frequency:</b> <input checked="" type="radio"/> One Time <input type="radio"/> Required with Each Shipment	
<b>7. Shipment EPA Waste Codes:</b> D003, P098	
<b>8. UHC's: (Underlying Hazardous Constituents 40 CFR 268.48)?</b> <i>(If yes, list constituents):</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>9. Does a subcategory apply per 40 CFR 268.40?</b> <i>(If yes, select subcategory):</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No
<b>10. Constituents requiring treatment in F001-5, F039, debris, and alternate soils?</b> <i>(If yes, list):</i>	<input type="radio"/> Yes <input checked="" type="radio"/> No

**Requires Treatment**

**Waste Subject To Treatment (40 CFR 268.7(a) (2))**  
 The restricted waste identified above must be treated to the applicable treatment standards in 40 CFR 268.40, or treated to comply with applicable Prohibitions set forth in Part 268.32 or RCRA Section 3004(d) and 268.49 (c).  
 If applicable, under 268.49, this contaminated soil  does or  does not contain listed hazardous waste and  does or  does not exhibit a characteristic of hazardous waste and is subject to the soil treatment standards as provided by 268.49 (c) or the universal treatment standards.

**Hazardous Debris Subject To Treatment (40 CFR 268.45)**  
 This hazardous debris identified above must be treated to the alternative treatment standards in 40 CFR 268.45.

**Waste De-characterized But Requires Treatment For UHC (40 CFR 268.7 (b) (4) (iv))**  
 I certify under penalty of law that the waste has been treated in accordance with the requirements of 40 CFR 268.40 or 268.49 to remove the hazardous characteristic. This de-characterized waste contains Underlying Hazardous Constituents that require further treatment to meet treatment standards. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.

**Waste Meets Treatment Standards**

**Waste Meets Treatment Standards (40 CFR 268.7(a) (3))**  
 The restricted waste identified above meets the treatment standards in 40 CFR 268.40 or Alternative LDR treatment standards for contaminated soil 40 CFR 268.49 and can be landfill disposed without further treatment.  
 If applicable, under 268.49, this contaminated soil  does or  does not contain listed hazardous waste and  does or  does not exhibit a characteristic of hazardous waste and complies with the soil treatment standards as provided by 268.49 (c) or the universal treatment standards.  
 I certify under penalty of law that I personally have examined and am familiar with the waste through analysis and testing or through knowledge of the waste to support this certification that the waste complies with the treatment standards specified in 40 CFR Part 268 Subpart D. I believe that the information I submitted is true, accurate and complete. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.

**Waste Treated To Treatment Standards (40 CFR 268.7(b) (1) & 268.7 (b) (2))**  
 The treatment residue, or extract of such residue, or the restricted waste identified above has been tested to assure that the treatment residues or Extract meet all applicable treatment standards in 40 CFR 268.40 and/or performance standards in 40 CFR 268.45  
 I certify under penalty of law that I personally have examined and am familiar with the treatment technology and operation of the treatment process used to support this certification. Based on my inquiry of those individuals immediately responsible for obtaining this information, I believe that the treatment process has been operated and maintained properly so as to comply with the treatment standards specified in 40 CFR 268.40 without impermissible dilution of the prohibited waste. I am aware there are significant penalties for submitting a false certification, including the possibility of fine and imprisonment.

**Waste Soil treated to alternative standards (40 CFR 268.7 (b) (4))**  
 I certify under penalty of law that I have personally examined and am familiar with the treatment technology and operation of the treatment process used to support this certification and believe that it has been maintained and operated properly so as to comply with treatment standards specified in 40 CFR 268.49 without impermissible dilution of the prohibited wastes. I am aware that there are significant penalties for submitting a false certification, including the possibility of a fine and imprisonment.

I certify and warrant that the information that appears on this form, and appended documents, is true and correct. I have correctly indicated how my waste is to be Managed in accordance with 40 CFR 268. My certification is based on personal examination of the information submitted, or is based on my inquiries of those individuals responsible for obtaining the information. Signed on behalf of

Print Name:	Signature:	Title:	Date:
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**WASTE/MATERIAL PROFILE FORM**

VSQG/CESQG Certification (From Section A6)

**VSQG/CESQG CERTIFICATION**

According to Section 40 of the Code of Federal Regulations (CFR), subsection 260.10 and subsection 261.5 a Very Small Quantity Generator (VSQG) and a Conditionally Exempt Small Quantity Generator (CESQG) are generators who are conditionally exempt in a calendar month if they generate no more than 100 kilograms (220 pounds) of hazardous waste or 1 kilogram (2.2 pounds) of acute hazardous waste or 100 Kilograms (220 pounds) of residue from the cleanup of any acute hazardous waste in a month. Additionally, VSQG/CESQG generators may not accumulate at any one time in excess of 1,000 kilograms (2,200 pounds) of hazardous waste or 2.2 pounds of acute waste without being subject to 40 CFR 262.44, 263 through 266, 268 and parts of 270 and 124 of this chapter, and the applicable notification requirements of section 3010 of RCRA.

I certify that the generating location provided in section A6 of the Profile Form meets the requirements for a VSQG/CESQG.

**Generator:** City of Goshen - Wastewater Utility

**Generating Site Address:** 1000 W. Wilden Ave.

**City:** Goshen

**State:** IN

**Zip Code:** 46526

**Signed on behalf of**

<b>Print Name:</b>	.	<b>Signature:</b>	
<b>Title:</b>	.		
<b>Date:</b>		<b>Company:</b>	.



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

May 17, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Acceptance of Temporary Easement at 217 West Wilden Avenue

It is recommended that, on behalf of the City of Goshen, Indiana, the Board of Public Works and Safety accept from the City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment, the attached Temporary Easement located at 217 West Wilden Avenue. This temporary easement is for the purpose of constructing a drive approach to service the real estate to and from West Wilden Avenue and for grading the real estate as part of the Wilden Avenue reconstruction project.

**Suggested Motion:**

Move to accept the Temporary Easement located at 217 West Wilden Avenue from the City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment, and authorize the Mayor to execute the Acceptance.

## TEMPORARY EASEMENT

City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment (Grantor), grants to the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (City), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for no consideration, a temporary easement to enter upon and have possession of the real estate situated in Elkhart County, State of Indiana, as depicted upon the "Parcel 25 Temporary Right of Way" drawing attached as Exhibit A, and more particularly described as follows:

A PART OF LOT NUMBERED 400 AND A PART OF THE EAST ONE-FOURTH (E 1/4) OF LOT NUMBERED 401 AS THE SAME ARE KNOWN AND DESIGNATED ON THE RECORDED PLAT OF WILDEN'S WALNUT HILL FOURTH ADDITION TO THE CITY OF GOSHEN, INDIANA; SAID PLAT ORIGINALLY RECORDED IN DEED RECORD 86, PAGE 420; PLAT WAS LOST, REDRAWN, AND RE-RECORDED IN PLAT BOOK 3, PAGE 132, IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT NUMBERED 399 AS SAID LOT IS KNOWN AND DESIGNATED ON SAID PLAT; THENCE SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINES OF LOTS 399 AND 400 OF SAID PLAT, A DISTANCE OF 66.09 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 400 AND SAID PART OF LOT 401, A DISTANCE OF 12.67 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID PART OF LOT, A DISTANCE OF 29.57 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 12.79 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 22.79 FEET; THENCE CONTINUING SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 6.78 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.009 ACRE, MORE OR LESS.

AND ALSO:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 399; THENCE SOUTH 89 DEGREES 38 MINUTES 31 SECONDS WEST ALONG THE SOUTH LINES OF SAID LOTS, A DISTANCE OF 66.09 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 29 SECONDS WEST, A DISTANCE OF 6.78 FEET; THENCE SOUTH 42

DEGREES 59 MINUTES 59 SECONDS EAST, A DISTANCE OF 5.14 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 17.33 FEET; THENCE NORTH 00 DEGREES 21 MINUTES 29 SECONDS WEST, A DISTANCE OF 4.57 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 10.25 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 29 SECONDS EAST, A DISTANCE OF 2.06 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.25 FEET; THENCE SOUTH 87 DEGREES 31 MINUTES 42 SECONDS EAST, A DISTANCE OF 29 .81 FEET TO A POINT ON THE EAST LINE OF SAID LOT 399; THENCE SOUTH 00 DEGREES 35 MINUTES 34 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 4.04 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.007 ACRE, MORE OR LESS.

The above described real estate shall hereinafter be referred to as “Easement”.

The Easement is part of the real estate more commonly known as 217 West Wilden Avenue, Goshen, Indiana, and part of Parcel Number 20-11-04-454-002.000-015. Grantor obtained title to the real estate by Sheriff’s Deed dated January 27, 2021, and recorded February 12, 2021, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2021-03959.

The Easement is granted to City for the purpose of the constructing a drive approach to service the real estate to and from West Wilden Avenue and for grading the real estate as part of the Wilden Avenue reconstruction project subject to the following covenants and conditions:

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

The Easement will terminate on December 31, 2024, and be released to the Grantor or the owner of record as shown on the Elkhart County property tax records as of December 31, 2024.

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

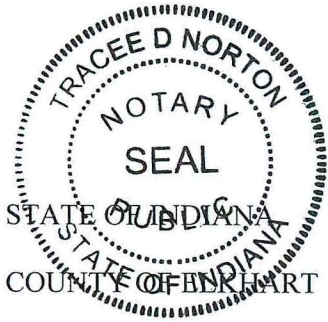
The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.



IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on May 12, 2021.

City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment

Mark Brinson  
Mark Brinson  
Community Development Director



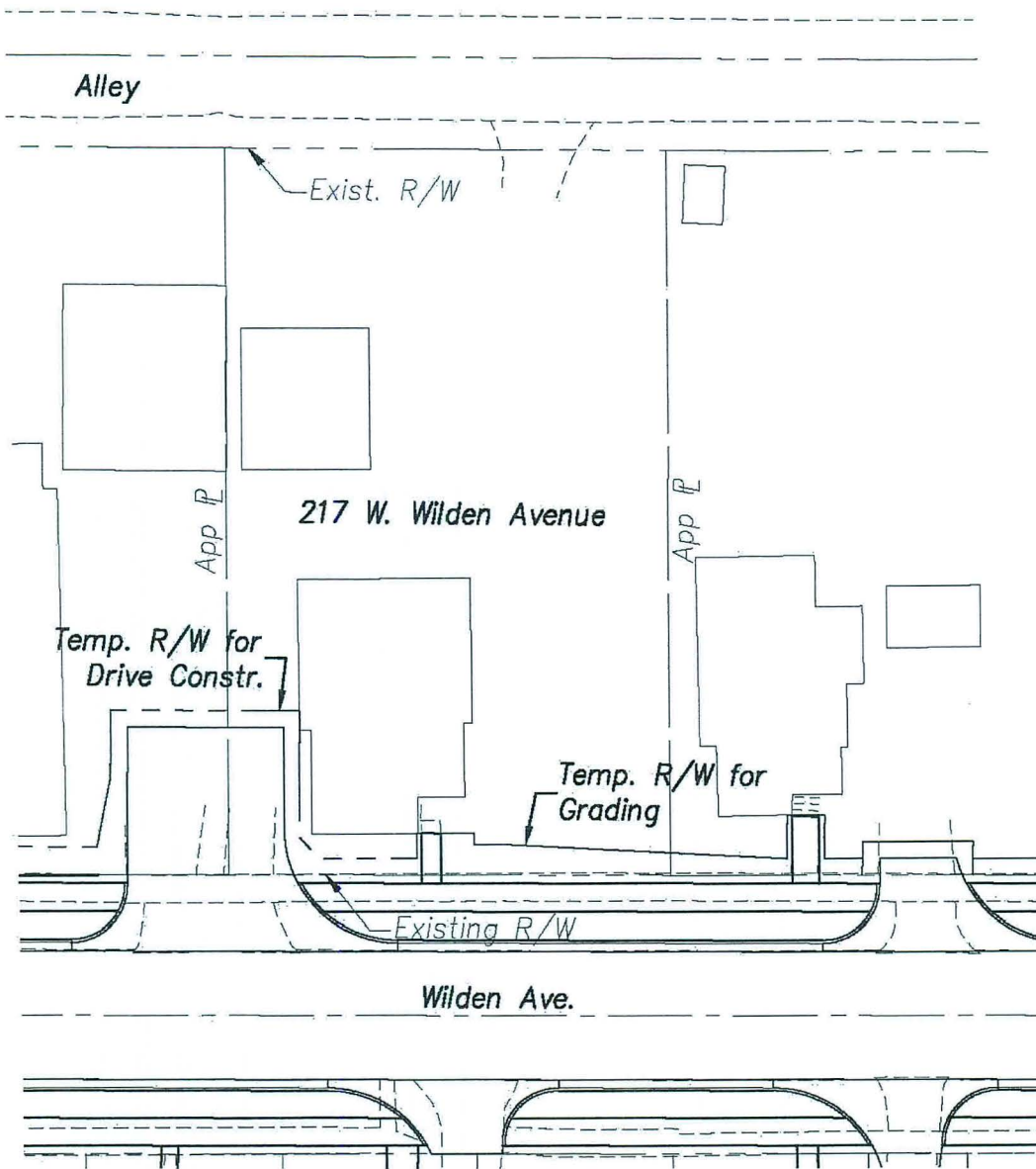
STATE OF INDIANA )  
COUNTY OF ELKHART ) SS:

Before me, the undersigned Notary Public, on May 12, 2021, personally appeared Mark Brinson, Community Development Director, on behalf of City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Tracee D. Norton  
Printed Name: Tracee D. Norton  
Notary Public of Elkhart County, Indiana  
My Commission Expires: May 1, 2024  
Commission Number: 684470

Exhibit A

Parcel 25  
Temporary Right of Way



SHEET 1 OF 1



**ACCEPTANCE**

The City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from City of Goshen, Indiana, for the Use and Benefit of its Department of Redevelopment and accepts the Temporary Easement on \_\_\_\_\_, 2021.

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

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2021, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing Acceptance.

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

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

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



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May 17, 2021

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

**From:** Shannon Marks

**Subject:** Resolution 2021-13 - Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction Work along Madison Street and College Avenue Corridors

Resolution 2021-13 approves the terms and conditions of the Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for up to \$170,602.32 in matching grant funds and authorizes the Mayor to execute the agreement on behalf of the City. The grant funds will be used to mill and overlay portions of Madison Street from Main Street to Alley 159 and College Avenue from Norfolk-Southern Marion Line to 15th Street, and spot replacement of sidewalks along Madison Street.

Suggested Motion:

Move to pass and adopt Resolution 2021-13 - Local Roads and Bridges Matching Grant Agreement with InDOT for Reconstruction Work along Madison Street and College Avenue Corridors.

**RESOLUTION 2021-13**

**Local Roads and Bridges Matching Grant Agreement  
with InDOT  
for Reconstruction Work along Madison Street and College Avenue Corridors**

WHEREAS the City of Goshen plans to mill and overlay portions of Madison Street from Main Street to Alley 159 and College Avenue from Norfolk-Southern Marion Line to 15<sup>th</sup> Street, and spot replacement of sidewalks along Madison Street (hereinafter the “Project”).

WHEREAS the City applied to Indiana Department of Transportation and was awarded a grant for up to \$170,602.32 from the State’s 2021-1 Community Crossings Matching Grant Fund which represents 50% of the eligible costs of the Project.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Common Council approves the terms and conditions of the approves the terms and conditions of the Local Roads and Bridges Matching Grant Agreement with the Indiana Department of Transportation for the Project in substantially the same form as attached to and made a part of this resolution.

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

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on May 17, 2021.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member

## LOCAL ROADS AND BRIDGES MATCHING GRANT AGREEMENT

Contract #000000000000000000052544

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

1. Purpose of this Grant Agreement; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of **\$170,602.32** (the "Grant"), representing **50%** of the eligible costs of the project (the "Project") described in Attachment A of this Grant Agreement, which is incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 8-23-30 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

### FUNDING SOURCE:

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

2. Representations and Warranties of the Grantee.

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

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

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

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

3. Implementation of and Reporting on the Project.

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

4. Term. This Grant Agreement commences on the date approved by the State Budget Agency, and shall remain in effect for two (2) years. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and in conformance with Ind. Code § 5-22-17-4, and as permitted by Ind. Code § 8-23-30.

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

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

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

6. Payment of Claims.

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

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

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

D. Pursuant to Ind. Code § 8-23-30, Local Road and Bridge Grant Funds made available to the Grantee by the State will be used to pay the Grantee for up to **50%** of the eligible Project costs and not more than \$1 million. The maximum amount of state funds allocated to the Project is **\$170,602.32**. The Grantee understands that maximum amount of Local Road and Bridge Grant funds may not exceed more than \$1 million for all qualifying projects the Grantee may have in a calendar year.

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

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

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

A. whether Project activities are consistent with those set forth in Attachment A, the Grant Application, and the terms and conditions of the Grant Agreement;

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

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

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

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

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

D. A final audit construction invoice detailing the actual costs of construction and proof of payment to the contractor must be submitted to the State within thirty (30) days of completion of the Project. If for any reason, including overpayment of grant funds to the Grantee, the Grantee is required to repay to the State the sum or sums of state funds paid to the Grantee under the terms of this Grant Agreement, then the Grantee shall repay to the State such sum or sums within forty-five (45) days after receipt of a billing from the State. Payment for any and all costs incurred by the Grantee which are not eligible for state funding shall be the sole obligation of the Grantee.

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

9. Compliance with Laws.

A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.



The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.

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

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

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

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

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

G. As required by IC § 5-22-3-7:

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

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

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

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

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

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

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

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

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

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

10. Debarment and Suspension.

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will: (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

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

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

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

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

- A. Notices to the State shall be sent to:

Office of LPA/MPO and Grant Administration  
Attention: Director of LPA/MPO and Grant Administration  
100 North Senate Avenue, Room N758 - Local Programs  
Indianapolis, IN 46204  
E-mail: [indotlpampo@indot.in.gov](mailto:indotlpampo@indot.in.gov)

With a copy to:

Chief Legal Counsel/Deputy Commissioner  
Indiana Department of Transportation  
100 N Senate Avenue, Room N750 - Legal Services  
Indianapolis, IN 46204-2216

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

Donya Larue  
Fort Wayne District  
5333 Hatfield Road  
Fort Wayne, IN 46808  
Email: [dlarue@indot.in.gov](mailto:dlarue@indot.in.gov)

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

City of Goshen  
ATTN: Jeremy Stutsman  
204 East Jefferson Street Goshen, IN 46528  
Email: [mayor@goshencity.com](mailto:mayor@goshencity.com)

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

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) this Grant Agreement, (2) Exhibits prepared by the State, (3) Invitation to Apply for Grant; (4) the Grant Application; and (5) Exhibits prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

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

21. Termination for Breach.

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

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

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

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

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

25. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2021 OAG/ IDOA *Professional Services Contract Manual* or the 2021 *SCM Template*) in any way except as follows: Payment of Claims; the Compliance with Audit and Reporting Requirements; Maintenance of Records were modified to include statutory and program requirements.

**Non-Collusion and Acceptance**

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

**Agreement to Use Electronic Signatures**

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

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

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

**CITY OF GOSHEN**

**Indiana Department of Transportation**

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

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

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

(for) Joseph McGuinness, Commissioner

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

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

**Electronically Approved by:  
Department of Administration**

**Electronically Approved by:  
State Budget Agency**

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

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

Form approval has been granted by the Office of the Attorney General pursuant to IC 4-13-2-14.3(e) on November 24, 2020.  
FA 20-89

**ATTACHMENT A  
PROJECT DESCRIPTION**

**Des. No.:** 2100376  
**Program:** Local Roads and Bridges Matching Grants  
**Type of Project:** HMA Overlay Minor Structural  
**Location:**

<b>Route Name</b>	<b>From</b>	<b>To</b>
MADISON ST	Main St	Alley 159
COLLEGE AVE	Norfolk-Southern Marion Line	15th St

**Application ID:** 10788

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

Project consists of a 2-inch mill and overlay of portions of the Madison St and College Ave corridors to increase the expected usable life of the roadway. The project will also include spot replacements of heaved or severely cracked sidewalk along Madison.

**The maximum amount of state funds allocated to the Project is \$170,602.32.**

ATTACHMENT B  
AWARD LETTER



INDIANA DEPARTMENT OF TRANSPORTATION

100 North Senate Avenue  
Room N758 - Local Programs  
Indianapolis, Indiana 46204

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

Eric Holcomb, Governor  
Joe McGuinness, Commissioner

April 29, 2021

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

RE: Community Crossing Matching Grant Fund 2021-1 Award Letter

Dear Jeremy Stutsman:

The Indiana Department of Transportation (INDOT) has completed the review and selection of projects for funding in the 2021-1 Community Crossings Matching Grant Fund Program. Your community has preliminarily been awarded Community Crossings Matching Grant Funds based upon your estimates the following:

Application ID	Preliminary Awarded Amount	Location Priority
10788	\$170,602.32	All
<b>TOTAL</b>	<b>\$170,602.32</b>	

Preliminary award amounts are contingent upon the following:

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

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

If you have any questions, please contact Donya Larue, (260) 399-7342 or [dlarue@indot.in.gov](mailto:dlarue@indot.in.gov).

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

Sincerely,

Director of Local Programs  
Indiana Department of Transportation





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works & Safety

FROM: Engineering Department

RE: **NETWORK INSTALLATION AGREEMENT FOR THE GOSHEN POLICE  
DEPARTMENT TRAINING FACILITY (JN: 2018-0014)**

DATE: May 17, 2021

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On May 5, 2021 the Engineering Department requested quotes to install a hardwired network system, connecting the three Goshen Police Training Facility buildings at 713 East Lincoln Avenue. This work is necessary to achieve occupancy for the Training Center building (JN: 2018-0014) but is not part of the contract for the remodel of the Training Center. Two quotes were received from the below contractors:

Choice 1 Communications	No quote received
Martell Electric	\$96,068.00
Schwartz Electric	\$38,325.00
Teledata	No quote received

We request the Board of Works to accept the quote from Schwartz Electric, as the lowest responsive and responsible quoter, and enter into an agreement with them.

**Requested motion:**

**Move to approve Agreement with Schwartz Electric for the Network Installation at the Goshen Police Training Facility in the amount of \$38,325.00**

Note: The Engineering Department has been in communication with the Legal Department, and the Agreement will be carried into the Board of Works meeting.



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 1 FOR DOUGLAS, REYNOLDS, AND  
16<sup>TH</sup> STREETS PROJECT (JN: 2020-0017)**

DATE: May 17, 2021

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Attached please find Change Order No. 1 for the Douglas, Reynolds, & 16<sup>th</sup> Streets Reconstruction Project, which provides for the following additional work:

### Chemical Soil Stabilization

- Original soil borings indicated areas of unsuitable subgrade
- Soil modulus appeared to be acceptable for a low volume residential street
- After pavement removal, soil with much lower modulus found to extend throughout most of project
- Several options for stabilization evaluated internally and with HRP Construction
- Chemical stabilization found to be most cost effective and practical alternative

### No. 2 Recycled Concrete

- Temporary stabilization until chemical soil stabilization completed
- Small areas requiring undercutting or additional permanent stabilization, if required

### Redesigned Inlets with 3-Foot Sumps

- Outlet hood type required two (2) structures to be re-cast with deeper sumps
- Deeper sumps will retain stormwater debris in structure

The original contract amount was \$879,340.85. The additional work increases the contract by \$153,803.50, for a revised contract amount of \$1,033,144.35, an increase of 17.49%. The contract completion date will be extended by 3 days to complete these changes.

**Requested motion: Move to approve Change Order No. 1 for the Douglas, Reynolds, and 16<sup>th</sup> Streets Project for an increase of \$153,803.50 and three (3) days.**

**CHANGE ORDER FORM**

Pg 1 of 3

Change Order No. 1  
Date: 5/17/21

**CITY OF GOSHEN, INDIANA  
OFFICE OF THE CITY ENGINEER  
204 E. Jefferson Street, Suite 1  
Goshen, IN 46528**

OWNER: City of Goshen  
PROJECT NAME: Douglas, Reynolds & 16th Road Reconstruction  
PROJECT NUMBER: 2020-0017  
CONTRACTOR: HRP Construction, Inc.

**I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)**

Areas of unsuitable subgrade were indicated in the soil borings; however, the modulus of elasticity seemed to be acceptable for a low volume residential street. After the existing road was removed, it was discovered that soil with a much lower modulus extended throughout most of the project. Several options for stabilization were discussed internally and with HRP. Chemical stabilization, using cementitious powder mixed in with the existing material, was found to be the most cost effective and practical alternative to provide a stable subgrade that will withstand asphalt placement and compaction. Change Order No. 1 provides for the application of chemical soil stabilization over the entire project.

Change Order No. 1 also includes a price for No. 2 recycled concrete, both for temporary stabilization and for use in small areas for permanent stabilization, if required.

Finally, Change Order No. 1 includes the price for two inlets which had to be re-cast with deeper sumps due to the type of hood used on the outlet pipe. The sumps are required to retain stormwater debris in the structure.

CO1.1	Chemical Soil Stabilization	11,305 SYD	@ \$13.50	\$152,617.50
CO1.2	Recycled Concrete, No. 2, Temporary Placement and Removal	1 TON	@ \$43.00	\$43.00
CO1.3	Recycled Concrete, No. 2, and Geogrid (includes Undercutting)	1 TON	@ \$43.00	\$43.00
CO1.4	Redesigned Inlet with 3-Foot Sump	2 EA	@ \$550.00	\$1,100.00
			Subtotal -	\$153,803.50

# CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1

## II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$879,340.85
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>0</u>	\$0.00
3. Amount of Contract, not including this supplement	\$879,340.85
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$153,803.50
5. Amount of Contract, including this supplemental	\$1,033,144.35
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$153,803.50
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)	17.49%

## III. CONTRACT SUPPLEMENT CONDITIONS


1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 3 calendar days, making the final completion date September 7, 2021
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

**CHANGE ORDER FORM**

Pg. 3 of 3

Change Order No. 1

**RECOMMENDED FOR ACCEPTANCE**

  
\_\_\_\_\_  
Joshua S. Corwin  
City Civil Engineer

**ACCEPTED:** BOARD OF PUBLIC WORKS AND SAFETY  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
HRP Construction, Inc.

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EISENHOWER DRIVE – NORTH & SOUTH ROAD CLOSURE, LANE CLOSURES,  
AND ONE-WAY TRAFFIC (JN: 2020-0013)**

DATE: May 17, 2021

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Phend & Brown has requested permission to close Eisenhower Drive North and Eisenhower Drive South at the west end of the Eisenhower Drive industrial park from Tuesday, May 18, until Sunday, May 23, 2021.

Phend & Brown is also requesting permission to close the outside and then inside lanes of Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, one lane at a time, from Monday, May 24, 2021, until Friday, July 30, 2021. Traffic during this time will be detoured in one direction, traveling from south to north around the Eisenhower Drive loop.

Phend & Brown is requesting these closures in order to complete planned road reconstruction. A traffic detour handout prepared by the Engineering Department is attached.

**Requested motion: Move to approve the separate road closure and lane closures of Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, from May 18 until July 30, 2021.**

ACCEPTED:

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

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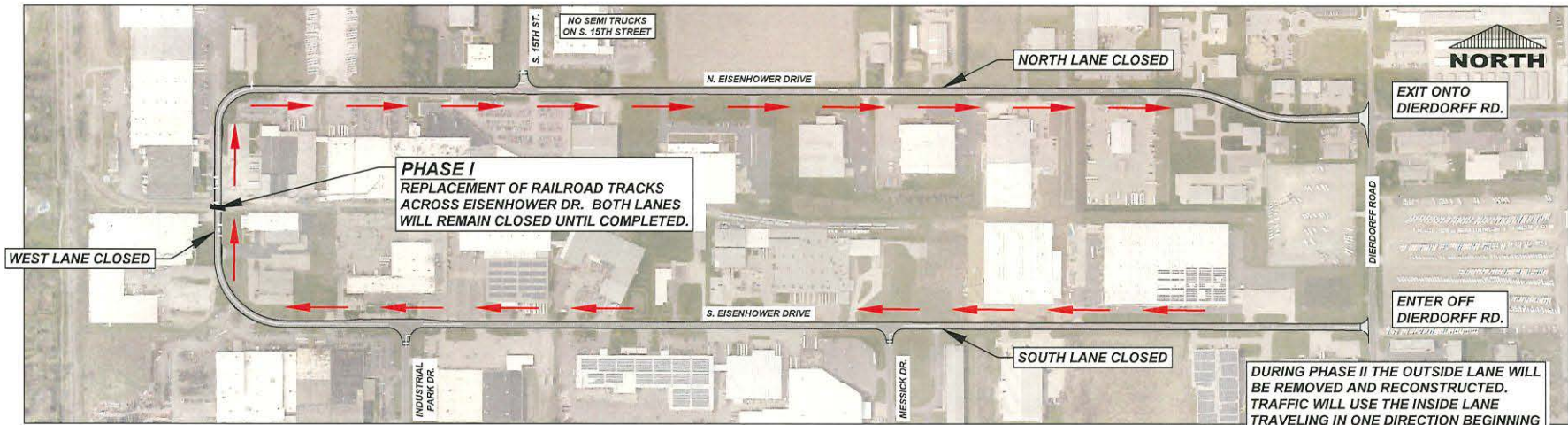
Jeremy Stutsman, Mayor

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Mike Landis, Board Member

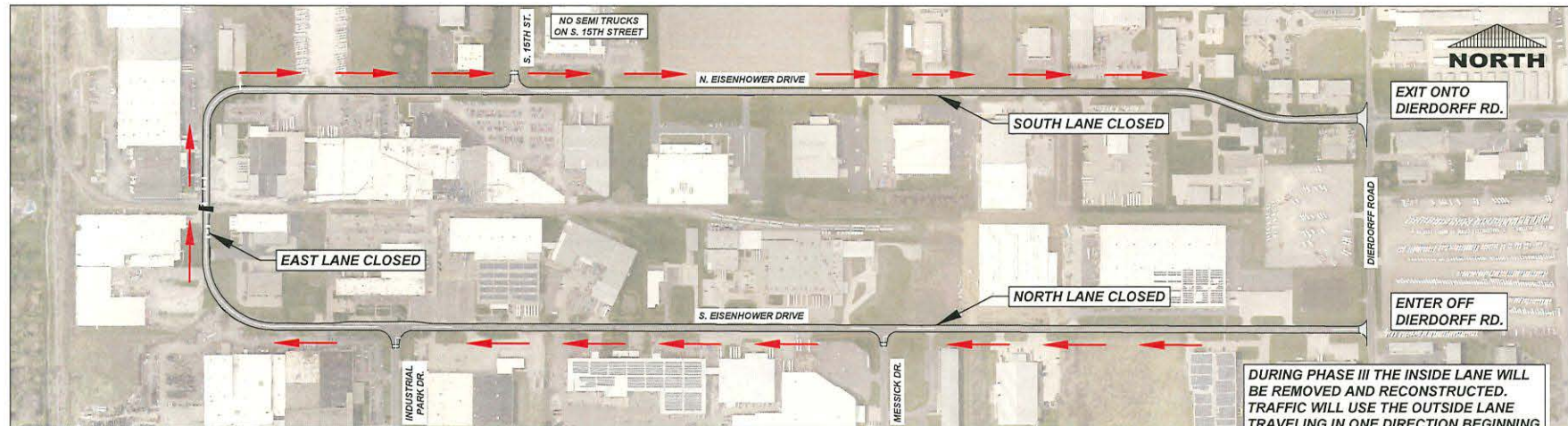
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Mary Nichols, Board Member



**PHASE I & II**  
 PHASE I INVOLVES THE REPLACEMENT OF THE RAILROAD TRACKS AND RECONSTRUCTING THE CROSSING. PHASE II INVOLVES THE REMOVING OF THE EXISTING PAVEMENT AND RECONSTRUCTING THE ROADWAY ALONG THE OUTSIDE LANE OF N & S EISENHOWER DRIVE.

DURING PHASE II THE OUTSIDE LANE WILL BE REMOVED AND RECONSTRUCTED. TRAFFIC WILL USE THE INSIDE LANE TRAVELING IN ONE DIRECTION BEGINNING ON S. EISENHOWER DR. HEADING WEST FROM DIERDORFF RD. TO N. EISENHOWER DR. HEADING EAST TO DIERORFF RD.



**PHASE III**  
 PHASE III INVOLVES THE REMOVING OF THE EXISTING PAVEMENT AND RECONSTRUCTING THE ROADWAY ALONG THE INSIDE LANE OF N & S EISENHOWER DRIVE.

DURING PHASE III THE INSIDE LANE WILL BE REMOVED AND RECONSTRUCTED. TRAFFIC WILL USE THE OUTSIDE LANE TRAVELING IN ONE DIRECTION BEGINNING ON S. EISENHOWER DR. HEADING WEST FROM DIERDORFF RD. TO N. EISENHOWER DR. HEADING EAST TO DIERORFF RD.

**PROJECT PHASE SCHEDULE**

PHASE I MAY 18, 2021 THRU MAY 22, 2021  
 PHASE II MAY 24, 2021 THRU JUNE 28, 2021  
 PHASE III JUNE 29, 2021 THRU JULY 30, 2021

PROJECT BEGINS: MAY 03, 2021  
 PROJECT ENDS: AUGUST 9, 2021

**NORTH AND SOUTH EISENHOWER DRIVE RECONSTRUCTION DETOUR**

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



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **CONCRETE PAVING PROJECT  
(JN: 2021-0002)**

DATE: May 17, 2021

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Premium Concrete Services will be performing work to remove old and install new concrete pavement in Pickwick Manor. They will be starting at the south end at Woodmere Lane and working their way north throughout the subdivision. The work will require partial lane restrictions throughout the subdivision as the work progresses, with Premium Concrete Services providing traffic control. Premium will maintain open access for the residents in Pickwick Manor. The lane restrictions will occur May 17 thru June 18, 2021.

**Requested motion: Move to approve the Concrete Paving Project lane restrictions in Pickwick Manor on May 17 thru June 18, 2021.**

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

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

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

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





**Engineering Department  
CITY OF GOSHEN**

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

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **GOSHEN HOSPITAL-HIGH PARK WATER TERMINATION**

DATE: May 17, 2021

---

DJ Construction informed the Engineering Department that they have a INDOT permit and have scheduled their subcontractor Clarkco to terminate a water tap on SR15 for the old High Park Building. This will require a lane restriction. They plan to start the work on May 18 and hope to be finished by the weekend.



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

May 14, 2021

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

**From:** Carla Newcomer

**Subject:** 318 E. Plymouth Avenue, Goshen

Attached is a copy of the Building Commissioner Order for the property owned by Cecil Bontrager and located at 318 E. Plymouth Ave. Travis Eash, Building Department Inspector will be present with information regarding the violations in the Order.

# ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

April 15, 2021

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Cecil Bontrager  
61818 County Road 33  
Goshen, IN 46528

RE: Premises at 308 E. Plymouth, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 308 E. Plymouth, Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on 308 E. Plymouth Avenue. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was reinspected on March 8, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate are in an impaired structural condition that makes it unsafe to a person or property, vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. Furnace needs to be assessed to ensure that it is in good working condition (violation of Section 6.3.1.3 (e)).
2. All duct work needs to be properly connected and in good working condition (violation of Section 6.3.1.3(g)).
3. Bathroom is missing a working tub or shower. (violation of Section 6.3.1.2(c)).
4. Junction boxes are missing covers and electrical wiring is exposed. (violation of Section 6.3.1.1(a)).
5. Ceilings materials collapsed and/or missing (violation of Section 6.3.1.1(b)).
6. Floor boards are rotten and floor coverings are torn (violation of Section 6.3.1.1 (b)).
7. Plumbing system is not properly connected (violation of Section 6.3.1.2(b)).
8. Chipping and peeling paint and unpainted surfaces exposed to elements (violation of Section 6.3.1.1(g)).

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 308 E. Plymouth Avenue, Goshen

Page 2

April 15, 2021

These violations make the premises at 308 E. Plymouth Avenue, Goshen unsafe.

You are ordered to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by May 21, 2021. In particular, you are ordered to make the following corrections:

1. Access furnace to insure it is good working order.
2. Install working shower and or tub and install shower surround to cover exposed structural members.
3. Cover exposed electrical wiring and cover junction boxes.
4. Repair or replace collapsed ceiling.
5. Repair or replace rotten floor boards and torn flooring.
6. Connect plumbing system and insure it is in proper working order.
7. List correction to be made.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, May 17, 2021 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 308 E. Plymouth Avenue, Goshen

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April 15, 2021

This Order of the City of Goshen Building Commissioner is issued on April 15, 2021

City of Goshen Building Department



Mark Brinson  
Community Development Director

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 308 E. Plymouth Avenue, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on April 15, 2021

To: Cecil Bontrager  
61818 County Road 33  
Goshen, IN 46528



Carla Newcomer  
Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528