



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., February 22, 2024

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 Gina Leichty

Approval of Minutes: February 8, 2024

Approval of Agenda

1) Swearing in of City Shade Tree Board members Emma Conrad, Natasha Kauffman, Phippen Roth and Kyle Strain

2) Fire Department request: Approve the promotion of **Scott A. Thomas** to the rank of Assistant Chief of Fire Prevention, retroactive to Feb. 12, 2024

3) Fire Department request: Approve the promotion of **John W. Evans** to the rank of Chief Inspector for Fire Inspections, retroactive to Feb. 12, 2024

4) Fire Department request: Approve the promotion of **Travis M. Peak** to the rank of Chief Inspector of Public Safety Education, retroactive to Feb. 12, 2024

5) Fire Department request: Approve the promotion of **Lyle R. Wingard** to the rank of Fire Captain, retroactive to Feb. 12, 2024

6) Fire Department request: Approve the promotion of **Lucas L. Mason** to the rank of Fire Lieutenant, retroactive to Feb. 12, 2024

7) Fire Department request: Approve the promotion of **Jeremy A. Krezel** to the rank of Fire Sergeant, retroactive to Feb. 12, 2024

8) Police Department request: Approve the hiring of **David M. Stump** for the position of Probationary Patrol Officer, retroactive to Feb. 12, 2024

9) Police Department request: Approve the disability for **Officer Antonio Medina**

10) Police/Legal departments request: Extend a conditional offer of employment to **Kyle J. Hamood** as a probationary patrol officer and approve the employment agreement



- 11) Goshen Noon Kiwanis request:** Approve Avenue of Flags proposal – the installation of U.S. in residential yards and along commercial streets for five major holidays
- 12) Jeffrey & Cindy Grant request:** Refund \$241 of irrigation water meter bill charges
- 13) Legal Department request:** Approve and authorize the purchase of a 2024 Chevy Tahoe and 2024 Chevy Silverado for the Fire Department Fleet from Kelley Chevrolet for \$97,845
- 14) Legal Department request:** Approve and authorize the Mayor Leichty to execute the agreement with Martec General Construction for repairs to the Utilities Billing Office at a cost of \$22,000 and completion deadline of June 30, 2024
- 15) Legal Department request:** Accept deed of dedication from **Andrew E. Borkholder and Inez L. Borkholder**
- 16) Legal Department request:** Adopt Resolution 2024-07, *Authorizing Agreement for and Acceptance of Easement*, to help extend the Winona Trail/Maple City Greenway
- 17) Legal Department request:** Adopt Resolution 2024-08, *Authorizing Amendment to Easement* for maintenance, replacement and operation of a storm drain
- 18) Legal Department request:** Approve and execute Resolution 2024-01, *Authorizing the special purchase of services for first-aid and safety supplies and equipment from Cintas Corp.*
- 19) Clerk-Treasurer-Utilities request:** Grant permission to void \$5,217.02 in outstanding warrants dated on or before Dec. 31, 2021
- 20) Water & Sewer Office request:** Move \$1,941.51 in uncollected finalized accounts from active to collection, sewer liens and write offs for the period through Nov. 22, 2023
- 21) Water & Sewer Department request:** Approve closure at 304 South 6th Street, between East Jefferson and Madison streets, from Feb. 27 through March 1, 2024
- 22) Engineering Department request:** Approve the removal of the two stop signs on Hay Parkway at Northstone Road.
- 23) Engineering Department request:** Approve Director of Public Works to sign the Indiana Finance Authorities' Scope of Work Certification Form allowing the IFA and a Service Firm to enter into a contract accessing Type III funds valued at \$300,000 for the Water Utility
- 24) Engineering Department request:** Approve the agreement with Abonmarche Group for the completion of four topographical surveys for a cost of \$19,800
- 25) Engineering Department request:** Approve American Structurepoint's Amendment No. 2 to increase the geotechnical services fee by \$19,298 to match INDOT's service schedule



26) Engineering Department request: Approve American Structurepoint's Amendment No. 4 to increase the quiet zone professional service fee by \$58,425

27) Engineering Department request: Approve and authorize Change Order No. 3 for the 10th Street and Douglas Street Reconstruction project in the amount of \$14,674.68, bringing the total contract to \$4,295,386.08, an increase of 1.10%

28) Engineering Department request: Approve and authorize the Board to execute the Agreement with Oaklawn Psychiatric Center Inc and Freedom Builders for the Completion of the Horizons of Hope building addition project at 215 Lakeview Drive

29) Engineering Department request: Approve and authorize the Board to execute the Agreement with Integrity Remodeling & Construction for the Completion of the project at 1507 South 11th Street

Privilege of the Floor

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., February 22, 2024

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

Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

30) Review of the Order of the City of Goshen Building Commissioner for 304 West Oakridge Avenue (Roman Navarro, property owner)

31) Review of the Order of the City of Goshen Building Commissioner for 601 North 5th Street (Ronald E. Davidhizar, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 8, 2024 REGULAR MEETING**

Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols, and Barb Swartley

Absent:

CALL TO ORDER: Mayor Gina Leichty called the meeting to order at 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Feb. 1, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board Member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board Member Mike Landis. The motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda as submitted by the Clerk-Treasurer. Board member Swartley moved to accept the agenda as submitted. Board member Landis seconded the motion. The motion passed 5-0.

1) Legal Department request: Approve Resolution 2024-05, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds

City Attorney Bodie Stegelmann told the Board that Resolution 2024-05, if passed, would approve the terms and conditions of a Service Delivery Agreement between the Elkhart County Board of Commissioners and the Goshen Police Department for 2024 Elkhart County Drug-Free Community Funds and would authorize the Mayor to execute the agreement on behalf of the City.

Stegelmann said the Police Department was awarded \$42,803 in grant funding that will be used for the purchase of equipment to analyze suspected illegal substances and provide officer training in the use of the equipment.

Swartley/Landis made a motion to pass and adopt Resolution 2024-05, Service Delivery Agreement for 2024 Elkhart County Drug-Free Community Funds. Motion passed 5-0.

2) Legal Department request: Approve and authorize the Mayor to execute the agreement with Aquascapes of Michiana for the 2024 maintenance of the downtown fountain at a cost of \$3,100

City Attorney Bodie Stegelmann told the Board that attached the agenda for approval and to authorize Mayor Leichty to execute was an agreement with Aquascapes of Michiana for the 2024 Downtown Fountain Maintenance. She said Aquascapes of Michiana will be paid \$3,100 for this service.

Under the terms of the agreement, Aquascapes will provide bi-weekly maintenance of the fountain, including a total of 14 visits, emptying the skimmer or intake bay, checking the pump intake for proper flow, trimming spent plant blooms and dead-head plants and maintaining the automatic dosing system and water treatment for the season.

Swartley/Landis made a motion to approve and authorize Mayor Leichty to execute the agreement with Aquascapes of Michiana for the 2024 Downtown Fountain Maintenance at a cost of \$3,100. The motion passed 5-0.

3) Engineering Department request: Approve the one day partial closure of Reynolds Street

City Director of Public Works & Utilities Dustin Sailor told the Board that Infrasource, NIPSCO's gas main contractor, has requested permission to close Reynolds Street, just east of 10th Street, during the day sometime between Monday, February 12 and Thursday, Feb. 15, 2024. Advance notice will be provided.

Sailor indicated the closure will simplify installation of the new gas main across Reynolds Street, reducing the duration of lane restrictions at the intersection of 10th Street and Reynolds Street.



Sailor indicated all appropriate traffic control devices will be utilized. Infrasource is requesting this road closure as part of the NIPSCO gas main relocation for the Tenth Street Reconstruction project. The road closure is being coordinated with Goshen Community Schools and Gleason Industrial Products.

Swartley/Landis made a motion to approve the daytime closure of Reynolds Street, just east of 10th Street, one day between the dates of Monday, February 12 and Thursday, February 15, 2024. Motion passed 5-0.

4) Engineering Department request: Extend lane restrictions on 10th, Plymouth and Reynolds streets and daytime parking restrictions along 10th Street until March 29, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that NIPSCO Gas has requested permission to extend the daytime lane restrictions on 10th Street, including lane restrictions at the intersections of Reynolds Street and Plymouth Avenue, until Friday, March 29, 2024.

Sailor said NIPSCO's contractor experienced delays due to weather and complications with existing utilities. Flaggers will maintain two-way traffic. Appropriate traffic control devices will be utilized. NIPSCO is requesting the lane restrictions to complete planned gas main relocation for the Tenth Street Reconstruction project. Access for Gleason Industrial Products will be maintained. Parking will be restricted along 10th Street during the work.

Swartley/Landis made a motion to approve the lane restrictions on 10th Street, Plymouth Avenue, and Reynolds Street, and approve daytime parking restrictions along 10th Street until March 29, 2024. Motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 4:07 p.m. There were no comments.

At 4:07 p.m. Mayor Leichty recessed the Board of Public Works and Safety meeting and opened public hearings to review orders of the City of Goshen Building Commissioner for four Goshen properties.

CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:

4:00 p.m., February 8, 2024

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana
Members: Mayor Leichty, Mike Landis, Orv Myers, Mary Nichols, Barb Swartley

5) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Ronald E. Davidhizar or Leopoldo Mendoza, property owner)

At 4:07 p.m., Mayor Leichty convened a hearing to consider the Order of the City of Goshen Building Commissioner for 208 Queen Street (Ronald E. Davidhizar or Leopoldo Mendoza, property owner).

BACKGROUND:

In a Feb. 5, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was previously scheduled for the property located at **208 Queen Street**, Goshen, for Dec. 11, 2023. However, at a Board meeting on Dec. 4, 2023, the Board was informed that the property would be one of several to be included in an auction on Jan. 27, 2024.

So, the Board continued the hearing until Jan. 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to Feb. 8, 2024 to accommodate the Board's new meeting schedule.



Shuler indicated that the City has been advised that the property has been sold at the Jan. 27, 2024 auction to **Leopoldo Mendoza** and that the closing for the sale has occurred or will occur in the near future.

Attached to Shuler's memorandum was an Order of the City of Goshen Building Commissioner dated Nov. 3, 2023 requiring demolition, and a Certificate of Issuance of Service. The Board needed to conduct a hearing to review the Order of the Building Commissioner.

Shuler wrote that the Building Department, based on the completed sale and discussions with the purchaser, was recommending that the Board modify the Order of Building Commissioner. Instead of affirming the demolition order, the Building Department was asking that the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within 90 days.

In his Nov. 3, 2023 Order, City of Goshen Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner of 208 Queen Street, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.

Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:

- 1. The heating and mechanical system at the residential structure is inoperable**, a violation of Section 6.3.1. I(a).
- 2. The plumbing system at the residential structure is inoperable**, a violation of Section 6.3.1. I(a).
- 3. The electrical system at the residential structure is inoperable**, a violation of Section 6.3.1. I(a). The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.
- 4. The residential structure is vacant and not secured**, a violation of Section 6.3.1. I(ff). The structure has no doors on its exterior, permitting unauthorized access by people and animals.
- 5. The windows have not been kept in good repair** and are not weather tight and rodent proof, a violation of Section 6.3.1. I(d). All windows have been broken and there is broken glass throughout the residential structure.
- 6. The ceilings have not been kept in good repair**, a violation of Section 6.3.1. I(b). Areas of the ceiling have collapsed.
- 7. The walls have not been kept in good repair**, a violation of Section 6.3.1.I(b). Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the property.
- 8. The floors have not been kept in good repair**, a violation of Section 6.3.1.I(b). There are areas of the floor that have begun to collapse and are not able to support the proper load required.
- 9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads**, a violation of Section 6.3.1. I(b). The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.
- 10. The residential structure is in likely to partially or completely collapse as a result of deterioration**, a violation of Section 6.3.1.1 (r). The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.
- 11. Portions of the residential structure are likely to fail and collapse**, a violation of Section 6.3.1.I(p). There are severe cracks in the walls, ceiling, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.

Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the "life, health, property and safety of the public." The property owner was ordered demolish the structure on or before Dec. 6, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner's Order and determine what action to order concerning the property.



Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the **Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.**

Before the meeting began, **City Building Inspector Travis Eash** distributed to Board members a 15-page memorandum and report, dated Feb 8, 2024, about **208 Queen Street**, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “uninhabitable and unsafe.” (**EXHIBIT #1**)

SUMMARY OF FEB 8, 2024 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 208 QUEEN STREET (RONALD E. DAVIDHIZAR OR LEOPOLDO MENDOZA, PROPERTY OWNER) AND THE BOARD’S ACTION:

Assistant City Attorney Don Shuler said the first property to be reviewed was at 208 Queen Street and was the subject of a Nov. 3, 2023 demolition order from the City of Goshen Building Commissioner. He provided background on the property, its condition and the status of the property’s ownership.

Mayor Leichty swore in City Building inspector Travis Eash to give truthful testimony.

Eash read a memorandum he circulated to the Board before the meeting. Reading from it, he stated: “My initial inspection of the property at 208 Queen Street was conducted on Oct.18, 2023. The photos from that inspection are attached. And to my knowledge, the property is still in this same relative condition it was at that inspection.

“While conducting my inspection, I witnessed multiple violations, in which several of those have made the structure unsafe. Most notably, the structure is starting to lean and in danger of collapse. The property is not weather tight or secured. And several areas have begun to collapse and the integrity of the structure has been compromised.”

Eash continued, “There is no operable plumbing system, heating system or electrical system in the structure. Multiple broken windows throughout property and missing doors are allowing the property to be accessible to vagrants and the house has become a target for squatters and vandals. The last time any permits were pulled on this property was in 2015. The last certified rental inspection was in January 2008 and the last billed water usage was in April 2009.

Eash concluded, “This property was part of an auction on Jan. 27, 2024 and has changed owners since the initial inspection. The Building Department wants to make sure the property is bought up to code and compliant with the 2020 Indiana Residential Code. And our recommendation is that the Building Commissioner’s Order be adopted and that the new owner is given 90 days to improve the property significantly or if not, we come back for a demolition.”

Mayor Leichty asked if the Building Department was seeking specific repairs to suspend demolition.

Eash said the new owner would have to pull permits to make substantial repairs, including improving its structural integrity, making it safe, and making it secure and having a plan for the repairs. He said because of the scope of work, there should be significant repairs in 90 days.

Mayor Leichty swore in Leopoldo Mendoza, the new property owner, to give truthful testimony. She also swore in Mendoza’s Spanish-to-English language translator, Melchor Mendoza.

Speaking through his translator, **Leopoldo Mendoza** said he understands the home at 208 Queen Street needs major repairs. He said the walls, the electrical and plumbing systems will all be repaired and it will be a complete remodeling. However, he said 90 days may be too short a time frame because of the extent of the remodeling.

Mendoza said he would begin work by tearing out the interior and after that, work would begin on the exterior of the home. He said that’s all he could say at this time.

Mayor Leichty asked if the foundation issues would be addressed in the initial 90 days. **Mendoza** said he will be able to assess the degree of the foundation problems after demolishing the interior.



Board member Swartley asked if the owner was aware of the fact that the City wants significant progress within 90 days. She said the home needs to be made safe to walk into and secure from trespassing. **Leopoldo Mendoza** responded that he was aware of problems in the home and the 90-day deadline and was anxious to complete the paperwork so they could begin work.

Board member Landis said that because the home is under a 90-day demolition order, if the wrong work is done first, City staff may determine that not enough progress is being made and that would be a waste of time. He suggested that the most serious problems be addressed first. **Mendoza** said he was aware of the demolition order.

Mayor Leichty asked **Travis Eash** if there were specific repairs that he would prefer **Mendoza** make first. **Eash** said **Mendoza** should focus on making the home structurally sound, starting with the foundation work. He also said the home should be boarded up and made secure.

Mayor Leichty said she was glad **Mendoza** was making this investment in the community. She said the goal of encouraging the former property owner to sell was to give new owners the opportunity to make investments in these properties. She said the City would be having additional meetings with **Mendoza**, and it would be good for him to return to the Board of Public Works and Safety at least monthly and give updates on what's happening, so there's no surprises at the end of 90 days.

Mayor Leichty swore in Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, to give truthful testimony.

Blough said this property was auctioned Jan. 27, 2024. He said he wanted to clarify that the **Mendozas**, who have been referred to as the new owners, have yet to take title to the property. He said that should happen after a property lien issue has been resolved. He said with the exception of 208 Queen Street and 702 N. 6th Street, all of the other properties auctioned Jan. 27 have closed. **Blough** added that **Mendoza** is eager to get to work on the property but has been awaiting the title to the property.

Mayor Leichty asked if the lien issue would affect the timing of the necessary repairs.

Assistant City Attorney Shuler responded that he expected the lien issue should be resolved within a week. He said the 90-day repair period will begin once the new owner has been served with the Board's order. He said the City will likely give some flexibility to **Mendoza** as long as repairs are being made.

Shuler clarified the necessary motion and **Mayor Leichty** recommended a requirement that **Mendoza** provide an update on his progress in 45 days.

Swartley/Landis made a motion to adopt the violations listed in the City Building Commissioner's Order for 208 Queen Street as the Board's findings, that those violations make the structure an unsafe building, that the general condition of the building warrants demolition, but that the property can be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what's happening on the building. The motion passed 5-0.

6) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Ronald E. Davidhizar or Gabriel Alvarez, property owner)

At 4:26 p.m., Mayor Leichty convened a hearing to consider the Order of the City of Goshen Building Commissioner for 321 West Oakridge Ave. (Ronald E. Davidhizar or Gabriel Alvarez, property owner).



BACKGROUND:

In a Feb. 5, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was previously scheduled for the property located at **321 West Oakridge Avenue**, Goshen, for Dec. 11, 2023. However, at a hearing on Dec. 4, 2023, the Board was informed that the property would be one of several to be included in an auction on Jan. 27, 2024.

So, **Shuler** wrote that the Board continued the hearing until Jan. 29, 2024 to permit the auction to occur. Subsequently, the hearing was rescheduled to Feb. 8, 2024 to accommodate the Board's new meeting schedule. The City has been advised that the property was sold at the Jan. 27, 2024 auction to **Gabriel Alvarez** and that the closing for the sale has occurred or will occur in the near future.

Attached to Shuler's memorandum was an Order of the City of Goshen Building Commissioner dated Nov. 3, 2023 requiring demolition, and a Certificate of Issuance of Service. The Board needed to conduct a hearing to review the Order of the Building Commissioner.

Shuler wrote that the Building Department, based on the completed sale and discussions with the purchaser, was recommending that the Board modify the Order of Building Commissioner. Instead of affirming the demolition order, the Building Department was requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within 90 days.

In his Nov. 3, 2023 Order, City of Goshen Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner of 321 W. Oakridge Ave., that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection. Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:

- 1. The heating and mechanical system at the residential structure is inoperable**, a violation of Section 6.3.1. l(a). The heating system does not work. The duct work has not been properly maintained, is not connected property, and has rusted out. The water heater gas line has been cut and removed and is in an overall state of disrepair.
- 2. The structural members within the residential structure have not been properly maintained to support all live and dead loads**, a violation of Section 6.3.1.1 (1). Multiple floor beams have completely failed and/ or show signs of significant decay, and therefore not able to support the required load.
- 3. The foundation is not weather tight, rodent proof, has not been kept in good repair**, is not free from open cracks and breaks, and is not capable of supporting nominal loads, a violation of Section 6.3.1. l(b). Multiple areas of the foundation have cracks and holes and show signs of beginning to fail.
- 4. The ceilings have not been kept in good repair**, a violation of Section 6.3.1.l(b). Ceilings showing signs of leaking and water damage.
- 5. The walls have not been kept in good repair**, a violation of Section 6.3.1.1 (b). Multiple walls have holes.
- 6. The floors have not been kept in good repair**, a violation of Section 6.3.1. l(b). Multiple floors are failing, making it unsafe to walk.
- 7. The electrical system in the residential structure is inoperable**, a violation of Section 6.3.1. l(a). The electrical system does not work, and there is exposed and damaged electrical wiring.
- 8. The roof has not been maintained in good repair**, a violation of sections 6.3.1.l(b) and (c). The roof shingles show signs of decay.
- 9. The windows have not been kept in sound repair**, a violation of Section 6.3.1.1 (d). There are multiple broken windows throughout the residential structure.
- 10. The residential structure is not secured**, a violation of Section 6.3.1.l(ff).
- 11. A portion of the residential structure is likely to fail**, become detached, dislodged, or collapse, a violation of Section 6.3.1.l(p). The floor beams have become so decayed that they are unsafe to walk upon. The floors have become detached from the walls, are sinking, and in danger of complete failure. Certain floor beams have completely collapsed due to decay and possible termite damage.



12. The residential structure, due to dilapidation, deterioration, and decay, is likely to partially or completely collapse, a violation of Section 6.3.1. I(r). The Michigan basement coating has multiple cracks and breaks and show signs of failure . The exterior of the stone foundation has significant cracks and holes. The floors have become detached from the walls and are sinking. Floor beams show significant sign of termite damage, with some completely missing. The structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages.

Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023.

The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the **Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.**

Before the meeting began, **City Building Inspector Travis Eash** distributed to Board members a 14-page memorandum and report, dated Feb 8, 2024, about **321 West Oakridge Avenue**, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “unsafe.” (**EXHIBIT #2**)

SUMMARY OF FEB 8, 2024 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 321 WEST OAKRIDGE AVENUE (RONALD E. DAVIDHIZAR OR GABRIEL ALVAREZ, PROPERTY OWNER) AND THE BOARD’S ACTION:

Assistant City Attorney Don Shuler said the property to be reviewed was at 321 West Oakridge Avenue and was the subject of a Nov. 3, 2023 demolition order from the City of Goshen Building Commissioner. He gave the background of the property, which he said has now been sold. Shuler said **City Building inspector Travis Eash** would give a report on the property and the new owner, **Gabriel Alvarez**, would also offer comments.

Eash, who was previously sworn in to give truthful testimony, read from his Feb. 8, 2024 memo to the Board. “My initial inspection of this property at 321 West Oakridge Avenue was conducted on Oct.18, 2023,” Eash said. “To my knowledge, the property remains relatively in the same condition as it did at that time. While conducting my inspection, I witnessed multiple violations (and) several of those have made the structure unsafe. Violations that make the property unsafe are the rotted floor beams throughout property and evidence of termite damage, signs of a possible roof leak and water damage and the current condition of the roof. The bathroom floor is unsafe to walk on due to rotted floor boards and other areas where the floor is beginning to pull away from the wall and starting to sink because of the failure of the foundation.”

Eash continued, “There is no operable plumbing system or heating system in the structure. Multiple broken windows throughout the property and missing doors have allowed the property to be accessible to vagrants and the house has become an attraction for vandals and squatters. There are no building permits on record for this property. The last certified rental inspection was in February 2015, and the last water usage on the property was in September 2021. “This property was part of an auction on Jan. 27 and has since changed hands. The owner is here. He has submitted a preliminary scope of work (plan) to us.” **Eash** concluded: The Building Department’s recommendation is that the property be brought up to 2020 Indiana Residential Code and that the new owner is given 90 days to make significant progress or that we revisit it for demolition.”



Mayor Leichty asked if there were specific repairs **Eash** would like to see made besides those ensuring general safety and securing the property. Beside securing the property, Eash recommended repairing the floorboards, pointing out that there are portions that are on the verge of collapsing, as well as repairs to the foundation. He added that the new owner is aware of the work that must be done.

Mayor Leichty swore in Gabriel Alvarez, the new property owner, and Jonathan Alvarez, to provide truthful testimony.

Alvarez distributed to Board members a one-page scope of work document, which was a detailed plan for making repairs to 321 West Oakridge Avenue. It included a list of repairs to the main level, the second floor, the garage and the exterior of the home (**EXHIBIT #3**).

Alvarez said he now owns the house and has begun arranging for permits to bring the property up to code. He said his plan is to take two or three months to get the home up to code. He said his scope of work document outlined all of the work he plans to do, starting with the foundation and the joists that must be replaced to make the house safe.

Board member Swartley said it appeared it was important to repair the foundation first. **Alvarez** agreed.

Mayor Leichty thanked **Alvarez** for making this investment in the property and said she looked forward to the home becoming a “contributing property” in the neighborhood. She requested the same provision that the new owner provide an update to the Board in 45 days.

Swartley/Landis made a motion to adopt the violations listed in the City Building Commissioner’s Order for 321 West Oakridge Avenue as the Board’s findings, that those violations make the structure an unsafe building, that the general condition of the building warrants demolition, but that the property can be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what’s happening on the building. The motion passed 5-0.

7) Review of the Order of the City of Goshen Building Commissioner for 702 North 6th Street (Ronald E. Davidhizar or Gabriel Camarena, property owner)

At 4:34 p.m., Mayor Leichty convened a hearing to consider the Order of the City of Goshen Building Commissioner for 702 North 6th Street. (Ronald E. Davidhizar or Gabriel Camarena, property owner).

BACKGROUND:

In a Feb. 5, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was previously scheduled for the property located at 702 North 6th Street, Goshen, for Dec. 4, 2023. At that hearing, the Board was informed that the property would be one of several to be included in an auction on Jan. 27, 2024.

So, Shuler wrote that the Board continued the hearing until Jan. 29, 2024 to permit the auction to occur.

Subsequently, the hearing was rescheduled to Feb. 8, 2024 to accommodate the Board’s new meeting schedule.

The City has been advised that the property was sold at the Jan. 27, 2024 auction to **Gabriel Camarena** and that the closing for the sale has occurred or will occur in the near future.

Attached to the memorandum was an Order of the City of Goshen Building Commissioner dated Nov. 1, 2023 requiring demolition, and a Certificate of Issuance of Service. The Board needed to conduct a hearing to review the Order of the Building Commissioner.

Shuler wrote that the Building Department, based on the completed sale and discussions with the purchaser, was recommending that the Board modify the Order of Building Commissioner.



Instead of affirming the demolition order, the Building Department asked the Board to order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within 90 days.

In his Nov. 1, 2023 Order, City of Goshen Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner of 702 North 6th Street., that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 16, 2023 City inspection and a re-inspection on Oct. 31, 2023.

Building Commissioner Grise identified the following City Code violations in his Nov. 1, 2023 Order:

1. **The residential structure is not secured from intrusion by unauthorized persons**, a violation of Section 6.3.1. I(ff). The front door is open, the door to the basement is open, and the residential structure is freely accessible to vandals and squatters, in addition to animals.
2. **The roof exhibits signs of deterioration and leaking**, permitting water into the residential structure; ceiling plaster on the second floor has collapsed, exposing water damaged lath on walls and ceiling; the soffit at the rear of the property has begun to collapse; and the fascia around the residential structure is severely water damaged; all of which are violations of Section 6.3.1.I(c).
3. **Multiple windows and doors are broken and not working properly**, a violation of Section 6.3.1.I(d).
4. **Multiple areas of the foundation have holes and cracks**, permitting weather and animals to enter; areas of block foundation have failed and compromised the strength of the foundation; which are violations of Sections 6.3.1. I(b) and U).
5. **Portions of the second-floor ceiling have collapsed**; ceiling panels on the main floor have collapsed; walls throughout the residential structure have holes; several walls have collapsed or been removed, leaving only the studs; all of which are violations of Section 6.3.1. I(b).
6. **The interior of the residential structure has chipped and peeling paint throughout**, a violation of Section 6.3.1.I(g).
7. **The electrical system is damaged and likely needs replacement** due to neglect, a violation of Section 6.3.1.I(a).
8. **The plumbing system is damaged and likely needs replacement** due to neglect, a violation of Section 6.3.1.1 (a).
9. **The mechanical system is damaged and likely needs replacement** due to neglect, a violation of Section 6.3.1.1 (a).
10. **The residential structure, due to deterioration, damage, and its dilapidated condition, has become a fire hazard**, a violation of Section 6.3.1. I(x).

Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a) (1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 1, 2023.

The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

Before the meeting began, City Building Inspector Travis Eash distributed to Board members a 26-page memorandum and report, dated Feb 8, 2024, about 702 N. 6th St., which included photographs of the property showing its condition as of an Oct. 16, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “unsafe.” (EXHIBIT #4)



SUMMARY OF FEB 8, 2024 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 702 North 6th STREET (RONALD E. DAVIDHIZAR OR GABRIEL CAMARENA, PROPERTY OWNER) AND THE BOARD'S ACTION:

Assistant City Attorney Don Shuler said the property to be reviewed was at 702 North 6th Street and was the subject of a Nov. 1, 2023 demolition order from the City of Goshen Building Commissioner. He provided the background of the property, noting that it has now been sold at auction. He said **City Building Inspector Travis Eash** would report on the condition of the home and give the City Building Department's recommendation.

Eash read from his Feb. 8, 2024 memo to the Board.

"My initial inspection of the property at 702 N 6th Street was conducted on Oct. 16, 2023," Eash said. "To my knowledge, the property is still in relatively the same condition as it was at that time.

"While conducting my inspection, I witnessed multiple violations, in which several of those have made the structure unsafe. Violations that make the property unsafe are several areas where there are signs of roof leaks and water damage to structural members and collapsed ceilings. Several areas around the foundation and have cracks and/or holes, areas where foundation blocks have failed calling into question the structural integrity."

Eash continued, "There is no operable plumbing system, heating system or electrical system in the structure. Multiple broken windows throughout property and missing doors allow the property to be accessible to vagrants and the house has become a target for squatters and vandals. There are no building permits on record for this property. The last certified rental inspection was in May of 2014, and the last water usage at the property was in March of 2014."

Eash concluded: "This property was part of the same auction (on Jan. 27, 2024) and our recommendation is the same – 90 days to improve the property significantly and make the property a safer and more secure condition or we come back for the demolition." He said the new owner was not present.

In response to a question from **Board member Landis**, **Eash** said the building was a duplex.

Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, said he would be speaking on behalf of Gabriel Camarena and his brother, Nicolas.

Blough said the property has not closed yet, but the Camarenas hope to take title to it in a day. Because of his miscommunication, **Blough** said the Camarenas could not be present but would be in touch with the City Building Department.

Blough said the Camarenas are aware of the demolition order and the condition of the property. Although they don't have title, **Blough** said Gabriel Camarena has already secured the property to prevent trespassing and should be expected to make the needed repairs.

Mayor Leichty asked if the City Building Department has outlined to the Camarena the needed repairs.

Mayor Leichty swore in City Building Commissioner Myron Grise to give truthful testimony.

Commissioner Grise said that at the auction and afterward he communicated with all of the new property owners about the work that needed to be done. He said the Building Department will conduct 30, 60 and 90-day inspections. He also said most of the new owners will begin with repairs to building foundations.

Mayor Leichty asked that the new owners provide scope of work plans in which they provide repair updates. **Eash** said he will make that request and provide those plans to the Board before the next Board meetings.

Swartley/Landis made a motion to adopt the violations listed in the City Building Commissioner's Order for 702 N 6th Street as the Board's findings, that those violations make the structure an unsafe building, that the general condition of the building warrants demolition, but that the property can be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what's happening on the building. The motion passed 5-0.



In response to a question from Board member Swartley and Mayor Leichty, Assistant City Attorney Shuler said that via City correspondence, the property owners not present today will be informed of the date they will be required to return and give updates to the Board.

8) Review of the Order of the City of Goshen Building Commissioner for 111 South 29th Street (Ronald E. Davidhizar or Eduardo Pizana, property owner)

At 4:41 p.m., Mayor Leichty convened a hearing to consider the Order of the City of Goshen Building Commissioner for 111 South 29th Street (Ronald E. Davidhizar or Eduardo Pizana, property owner).

BACKGROUND:

In a Feb. 5, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was previously scheduled for the property located at **111 South 29th Street**, Goshen, on Dec. 4, 2023. At the hearing on Dec. 4, 2023, the Board was informed that the property would be one of several to be included in an auction on Jan. 27, 2024.

So, **Shuler** wrote that the Board continued the hearing until Jan. 29, 2024 to permit the auction to occur.

Subsequently, the hearing was rescheduled to Feb. 8, 2024 to accommodate the Board's new meeting schedule.

The City has been advised that the property was sold at the Jan. 27, 2024 auction to **Eduardo Pizana** and that the closing for the sale has occurred or will occur in the near future.

Attached to the memorandum was an Order of the City of Goshen Building Commissioner dated Nov. 1, 2023 requiring demolition, and a Certificate of Issuance of Service. The Board needed to conduct a hearing to review the Order of the Building Commissioner.

Shuler wrote that the Building Department, based on the completed sale and discussions with the purchaser, was recommending that the Board modify the Order of Building Commissioner. Instead of affirming the demolition order, the Building Department was requesting the Board order that the unsafe structure on the property either have substantial progress made on repairs or be demolished within 90 days.

In his Nov. 1, 2023 Order, City of Goshen Building Commissioner Myron Grise notified Ronald E. Davidhizar, the owner of 111 South 29th Street., that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 16, 2023 City inspection and a reinspection on Oct. 31, 2023.

Building Commissioner Grise identified the following City Code violations in his Nov. 1, 2023 Order:

1. The residential structure is not secured from intrusion by unauthorized persons, a violation of Section 6.3.1.l(ff). There is no front door installed, missing windows, and large gaps in the foundation. The presence of animal and human feces, decaying animal carcasses, and accumulation of materials inside the structure demonstrate the residential structure's accessibility.

2. The heating and mechanical system at the residential structure have been damaged due to neglect and lack of use, a violation of Section 6.3.1.l(a). The furnace has been tampered with and the existing duct work has rusted out and needs replacement.

3. Due to neglect and deterioration, the residential structure is in a condition where it is danger of collapsing, a violation of Sections 6.3.1.1 (p) and (r). Areas of the roof are in danger of collapse from deterioration and leaks. Areas of the foundation are collapsing and have large gaps, permitting animals and weather to enter.

4. The residential structure has become a fire hazard, a violation of Section 6.3.1.l(x). Due to neglect and dilapidation, in addition to the residential structure's accessibility, the structure has lots most of its fire resistance qualities; the gas lines are busted, the electrical wiring has been cut, and the furnace has been tampered.



5. **The plumbing system at the residential structure is inoperable**, a violation of Section 6.3.1. l(a). Most plumbing pipes have been cut or completely removed.
 6. **The electrical system at the residential structure is inoperable**, a violation of Section 6.3.1.l(a). All the wiring has been cut and removed; the electrical panel is open and all wires have been cut from the panel.
 7. **The foundation of the residential structure is not weather tight, has not been kept in good repair, and is not firmly supported nor free of open cracks and breaks**, a violation of Section 6.3.1. l(b). There are areas of the foundation that have large holes permitting animals and weather to enter, and areas of the foundation wall that have begun to collapse.
 8. **There are multiple missing windows and broken windows throughout** the residential structure, a violation of Section 6.3.1. l(d).
 9. **The roof has not been kept in good repair**, a violation of Section 6.3.1. l(b). The roof has deteriorated and has several leaks. Areas of the soffit have collapsed.
 10. **The ceiling has not been kept in good repair**, a violation of Section 6.3.1. l(b). Ceiling panels throughout the residential structure have collapsed and several areas of the ceiling have holes.
 11. **The walls inside the house have not been kept in good repair**, a violation of Section 6.3.1.l(b). Multiple walls have holes in them.
 12. **The floors have not been kept in good repair**, a violation of Section 6.3.1. l(b). Several floors have holes in them and there are areas of the floor that have begun to collapse.
 13. **All painted surfaces in the residential structure are not properly coated and weather tight**. a violation of Section 6.3.1.l(g). Areas through the interior and exterior have chipped and peeling paint.
- Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public. The property owner was ordered demolish the structure on or before Dec. 1, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.**
- Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the **Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.**

Before the meeting began, **City Building Inspector Travis Eash** distributed to Board members a 16-page memorandum and report, dated Feb 8, 2024, about **111 South 29th Street**, which included photographs of the property showing its condition as of an Oct. 16, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “unsafe.” (**EXHIBIT #5**)

SUMMARY OF FEB 8, 2024 HEARING ON THE ORDER OF THE CITY BUILDING COMMISSIONER FOR 111 SOUTH 29th STREET (RONALD E. DAVIDHIZAR OR EDUARDO PIZANA, PROPERTY OWNER) AND THE BOARD’S ACTION:

Assistant City Attorney Don Shuler said the property to be reviewed was at 111 South 29th Street and was the subject of a Nov. 1, 2023 demolition order from the City of Goshen Building Commissioner. He provided the background of the property, noting that it has now been sold at auction. He said **City Building Inspector Travis Eash** would report on the condition of the home and give the City Building Department’s recommendation.

Eash read from his Feb. 8, 2024 memo to the Board.



“My initial inspection of the property at 111 South 29th Street was conducted on Oct. 16, 2023,” **Eash** said. “To my knowledge the property is in relatively the same condition was it was at the time of the inspection.”

Eash continued, “While conducting my inspection, I witnessed multiple violations, in which several of those have made the structure unsafe. Violations that make the property unsafe are that the roof is leaking in multiple areas causing significant water damage throughout structure. The foundation has cracks throughout the property and the northwest corner of the foundation wall has collapsed causing the structural integrity of the roof system and foundation to be compromised. Also, there are areas where floors and walls are in danger of collapse.

“There is no operable plumbing system, heating system or electrical system in the structure. Multiple broken windows throughout the property and missing doors have allowed the property to be accessible to vagrants, vandals and squatters. There are no building permits on record for this property. The last certified rental inspection was in July 2014, and the last water usage at the property was in January 2012.”

Eash concluded, “This property was part of an auction on Jan. 27. The recommendation is 90 days (for the new owner) to make significant progress or come back for demolition.” He said the structure must be brought up to the 2020 Indiana Residential Code. **Eash** added that the owner was not present, but a preliminary scope of work plan was submitted.

Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company, said he would be speaking on behalf of Eduardo Pizana.

Blough said the property has not closed yet, but the new owners hope to take title to it in a day. **Blough** said Pizana was on vacation and could not be present today. He added that the owners were eager to make repairs.

Swartley/Landis made a motion to adopt the violations listed in the City Building Commissioner’s Order for 111 South 29th Street as the Board’s findings, that those violations make the structure an unsafe building, that the general condition of the building warrants demolition, but that the property can be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that the new owner return to the Board on March 28, 2024 to give an update on what’s happening on the building. The motion passed 5-0.

Mayor Leichty asked Craig Blough to please pass on her thanks to the families who have purchased the last two properties considered by the Board.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 4:46 p.m.



EXHIBIT #1: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated Feb. 8, 2024, about the property at 208 Queen Street, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection and the current status of the property. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “uninhabitable and unsafe.” The report was submitted during and for consideration of agenda item #5.

EXHIBIT #2: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated Feb. 8, 2024, about the property at 321 West Oakridge Ave. which included photographs of the property showing its condition as of Oct. 18, 2023. The memorandum included an update on the status of the property. The report was submitted during and for consideration of agenda item #6.

EXHIBIT #3: A one-page document prepared by Gabriel Alvarez, the new owner of 321 West Oakridge Avenue. The scope of work document was a detailed plan for making repairs to 321 West Oakridge Avenue. It included a list of repairs to the main level, the second floor, the garage and the exterior of the home. The report was submitted during and for consideration of agenda item #6.

EXHIBIT #4: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated Feb. 8, 2024, about the property at 702 North 6th Street, which included photographs of the property showing its condition as of Oct. 16, 2023. The memorandum included an update on the status of the property. The report was submitted during and for consideration of agenda item #7.

EXHIBIT #5: A memorandum and report by City Building Inspector Travis Eash, distributed to Board members and dated Feb. 8, 2024, about the property at 111 South 29th Street, which included photographs of the property showing its condition as of Oct. 16, 2023. The memorandum included an update on the status of the property. The report was submitted during and for consideration of agenda items #8.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member



Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

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

February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of Scott A. Thomas to Assistant Chief of Fire Prevention**

From: Fire Chief Danny Sink

Scott A. Thomas has met the standards and criteria required for promotion to Assistant Chief of Fire Prevention.

It is my pleasure to request your approval for the promotion of Scott to the rank of Assistant Chief of Fire Prevention for the Goshen Fire Department retroactive to February 12, 2024. Thank you.



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

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February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of John W. Evans to Chief Inspector for Inspections**

From: Fire Chief Danny Sink

John Evans has met all of the required standards and criteria required for promotion at GFD.

It is my pleasure to request your approval for the promotion of John to the rank of Chief Inspector for Fire Inspections for the Goshen Fire Department retroactive to, February 12, 2024. Thank you



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
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February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of Travis M. Peak to Chief Inspector of Public Safety Education**

From: Fire Chief Danny Sink

Travis Peak has met the required criteria for promotion at GFD.

It is my pleasure to request your approval for the promotion of Travis to the rank of Chief Inspector of Public Safety Education for the Goshen Fire Department retroactive to, February 12, 2024. Thank you



Danny C. Sink, Chief
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February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of Lyle R. Wingard to Fire Captain**

From: Fire Chief Danny Sink

Lyle Wingard has passed the required tests and standards for promotion at GFD.

It is my pleasure to request your approval for the promotion of Lyle to the rank of Fire Captain for the Goshen Fire Department retroactive to, February 12, 2024. Thank you



Danny C. Sink, Chief
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February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of Lucas L. Mason to Fire Lieutenant**

From: Fire Chief Danny Sink

Lucas Mason has passed the required tests and standards for promotion at GFD.

It is my pleasure to request your approval for the promotion of Lucas to the rank of Fire Lieutenant for the Goshen Fire Department retroactive to, February 12, 2024. Thank you



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

209 North Third Street • Goshen, IN 46526-3201

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dannysink@goshencity.com • www.goshenindiana.org

February 09, 2024

To: Board of Works and Public Safety

RE: **Promotion of Jeremy A. Krezel to Fire Sergeant**

From: Fire Chief Danny Sink

Jeremy Krezel has passed all of the required tests and standards for promotion at GFD.

It is my pleasure to request your approval for the promotion of Jeremy to the rank of Fire Sergeant for the Goshen Fire Department retroactive to, February 12, 2024. Thank you



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: February 22nd, 2024

From: Jose' Miller, Chief of Police

Reference: The hiring of David M. Stump

I am requesting that the Board of Public Works and Safety **approve the hiring of David M. Stump for the position of Probationary Patrol Officer.**

David has been approved by both the local and the State pension boards. David is a graduate of the Indiana Law Enforcement Academy. David previously was hired by Goshen Police in November of 2021.

An opening on the Wakarusa Police Department became available, which was more conducive at the time for David and his family. He left Goshen Police Department with good standing to work as a patrol officer in Wakarusa.

Although David enjoyed working at Wakarusa, he believes there are more opportunities for career advancement in a larger community. I would like this hiring to be **retroactive to Monday February 12th, 2024.**

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Josh M. Havens

Pension Secretary

111 E. Jefferson Street

Goshen, IN 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: February 22, 2024

From: Josh M. Havens, Police Pension Secretary

Reference: Request for approval of disability for Officer Antonio Medina

I am requesting that the Board of Public Works and Safety approve placing Officer Antonio Medina on disability pending a decision by the Indiana Public Retirement System.

Officer Medina has a health-related physical condition that arose in August 2023. He has had surgery and physical therapy, but it is believed that this condition is so severe it will likely end his law enforcement career. Officer Medina also underwent a psychological evaluation in December 2023 and was not deemed fit for duty.

On Jan. 22, 2024, Officer Medina requested a local Pension Board hearing for consideration of his claim for disability benefits through the Indiana Public Retirement Systems. A Pension Board meeting had already been scheduled for Jan. 25, 2024 for approval of a new officer, so a disability hearing for Officer Medina was added to the agenda.

Officer Medina attended the meeting, verbally requested disability and answered questions from Pension Board members. After discussion and deliberation among Board members, Officer Medina's disability was unanimously approved by the Pension Board.

The Pension Board requests that the Board of Public Works and Safety approve placing Officer Medina on disability pending a decision by the Indiana Public Retirement System.

Respectfully

Detective Josh M. Havens

Goshen Police Dept. Pension Secretary



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

February 22, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Police Department Conditional Offer of Employment to Kyle J. Hamood

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Kyle J. Hamood, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement on behalf of the City and the Board.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Additionally, the agreement also provides for payment of a hiring bonus as provided by the collective bargaining agreement with the FOP. Kyle has completed the Tier I basic training requirements, has active certification with the Indiana Law Enforcement Training Board, has or will have separated from another Indiana law enforcement agency as an active reserve officer or paid police officer within 24 months, has been employed with another Indiana law enforcement agency for at least one year within the last 12 months, and is a first-time employee of the Goshen Police Department.

The Police Department will request the Board 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 Kyle J. Hamood as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with Kyle J. Hamood, which includes the payment of a hiring bonus, and authorize the Mayor to execute the agreement.

**GOSHEN POLICE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2024, which is the date of the last signature set forth below, by and between **Kyle J. Hamood** ("Hamood") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Hamood understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Hamood 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) Hamood agrees to 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). Hamood 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 Hamood 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 Hamood's expense. If additional reports and/or testing are required, Hamood may elect to terminate this agreement.
- (4) InPRS will determine whether Hamood has any Class 3 excludable conditions. Hamood understands that if InPRS finds that Hamood has any Class 3 excludable conditions, Hamood 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 Hamood'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 Hamood 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 Hamood 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 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 Hamood accepts City's withdrawal and this agreement shall be terminated.

HIRING BONUS

- (1) City agrees to pay a hiring bonus upon Hamood's commencement of employment provided that Hamood meets the following prerequisites:
 - (a) Hamood has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Hamood has an active certification with the Indiana Law Enforcement Training Board;
 - (c) Hamood has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twenty-four (24) months of accepting the employment offer with the City (within twenty-four (24) months of the date of this agreement);
 - (d) Hamood has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Hamood will be a first-time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Hamood certifies that Hamood meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay Hamood a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Hamood's first five (5) years of employment with the City as follows:
 - (a) Two Thousand Dollars (\$2,000) shall be paid upon Hamood's date of hire;
 - (b) Two Thousand Dollars (\$2,000) shall be paid upon Hamood's second employment anniversary date with City; and
 - (c) Four Thousand Dollars (\$4,000) shall be paid upon Hamood's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Hamood a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Hamood shall be credited with forty-five (45) hours of paid sick leave.

- (5) Hamood's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Hamood receive permanent appointment at any time within the probationary period.
- (6) In the event that Hamood voluntarily leaves city employment or is terminated for cause prior to Hamood's second employment anniversary date, Hamood agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Hamood leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or due to death.
- (7) Hamood's repayment to City under paragraph (6) is due within thirty (30) days of Hamood's last day of employment with City and Goshen Police Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Hamood's last day of employment with City and Goshen Police Department.
- (8) Hamood shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
 - (a) Any disciplinary action in excess of a written warning is taken against Hamood at any time during the first five (5) years of employment; and
 - (b) Hamood receives a performance evaluation with a score less than thirty-two (32) after Hamood's first year of employment.

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

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.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

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

Gina M. Leichty, Mayor

Kyle J. Hamood

Date: _____

Date: _____

AVENUE OF THE FLAGS PROPOSAL

My name is John Huber and I am a member of the Goshen Noon Kiwanis Club. We are looking into establishing an Avenue of Flags fund raiser and would like to seek permission to place 3' x 5' American Flags vertically on the cement in front of participating businesses. We would drill 1-3/4" holes in the sidewalk where a designed a 1" x 13" metal conduit with a round flare* would be placed in said hole. The flare* is a rounded piece of metal designed so that a person would not trip walking past it. Two or three days before a Holiday, members of our club would insert a 3/4" x 10' pole with a flag mounted to it and then remove the flag two or three days after the Holiday.

The Holidays we have in mind are: Memorial Day; Flag Day; Independence Day; Labor Day; and Veteran's Day. Our Board has not approved this project yet, but will be discussing it on March 7th. Having already talked with City Planning, we have no problems asking residents to participate in this fund raising event as the flags would be placed on their lawns and we would have called 811 to insure safe placement of the 1" conduits. Each participating resident and business owner would be approached to subscribe to this annual program. This has been a very successful program down in Westfield by their Kiwanis Club.

I have attached the first rendition of the flyer we would use to secure our subscribers. We already know of one or two changes. The Goshen Noon Kiwanis issues ten scholarships to Goshen, Fairfield and Bethany and we support the Boys & Girls Clubs, The Salvation Army; Elkhart County Clubhouse; Ryan's Place; to name a few.

We would be most happy to appear before the Board of Works to present this proposal and bring along the various items to be used. It would be nice to know as early as possible if this is a program that would please the City showing our respect to the Flag and our Veterans. Please feel free to call, text or email should you have any preliminary questions.

Respectfully,

John

John Huber
1005 Trenton Place
Goshen, IN 46526
(574) 293-8614
johnfhuber@maplenet.net



Goshen Noon Kiwanis

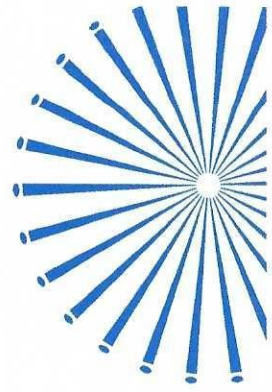
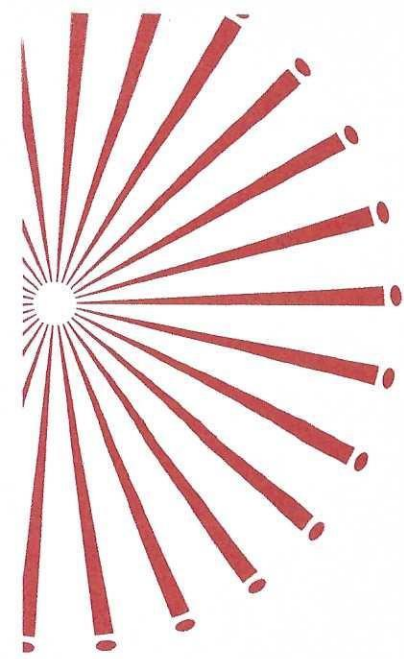
presents



AVENUE OF FLAGS

The Goshen Noon Kiwanis Club proposes to begin a new project called the Avenue of Flags where we will place a 3' x 5' American Flag on a pole in your yard on five major holidays: Memorial Day, Flag Day, Independence Day, Labor Day, and Veterans Day. The flag will be placed in your yard a couple days before the holiday and removed a couple days after. We will work with 811 to determine a safe install place, with your acceptance. We will install a 1" conduit in the ground and mark its location for each holiday. The flag will be mounted on a 3/4" pole.

We're asking you to subscribe to this fund raising program for only \$60.00 a year. Payable by cash, check or credit card. Checks made payable to Kiwanis Club of Goshen. For credit, you can contact our club treasurer. Each year is renewable.



The Goshen Noon Kiwanis Club supports local organizations that make a positive impact on the community.

To sign up, fill out the form below.

Name: _____

Address: _____

Phone Number: _____

Email _____

Payment: **Check** **Cash** **Credit Card**



*Examples of other communities participating in Avenue of Flags



Kelly Saenz, Manager
WATER & SEWER UTILITIES BUSINESS OFFICE
CITY OF GOSHEN
203 South Fifth Street • Goshen, IN 46528-3713
Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety

From: Kelly Saenz, Utility Business Office Manager

Date: 2/7/2024

RE: Failure to Comply – 2512 Redspire Blvd.

A request has been submitted by residents Jeffery & Cindy Grant at 2512 Redspire Blvd. regarding their irrigation water meter billing charges. The Grants are requesting their billing charges of \$233.21, for dates 6/10/2019 through 12/13/2023, be refunded due to a failure to comply with the policy.

Goshen Water & Sewer policy, established in 2018, states that a Request to Inactivate Sprinkler Service must be completed for an irrigation account to be closed for non-seasonal use. The request form can be found on the City's website as well as within the Utility Billing Office. The Grant's failed to comply with this policy for calendar years 2020-2022; therefore, billing charges were assessed to the account and paid by the customer.

Goshen Water & Sewer cannot inactivate a Utility account for lack of usage; the policy states that to close an account and/or cease billing, the water must be disconnected and the water meter must be uninstalled from the residence. As a workload shed, Goshen Utilities has allowed irrigation accounts to be closed for non-seasonal use as a variation to the policy, only after a Request to Inactive form is completed. This variation to the policy was found necessary to avoid the removal and replacement of seasonal meters twice a year and the additional billing to the customer for a service call.

The Utility Billing Office does not have the authority to refund the requested billing fees to the Grants as requested. Additionally, the Utility Billing Office cautions against approving this type of request on the basis the billing fee was properly posted, the customer had a pattern of paying the fee over multiple years, and if approved, this relief could be grounds for customers to make a similar request whether warranted or unwarranted.

12-20-2023

From: Jeffrey and Cynthia Grant

2512 Redspire Blvd. Goshen, IN 46526

Cindy Grant grantjeffcindy@gmail.com

ATTN: Richard Aguirre, Clerk Treasurer

CC: Mayor of Goshen City

Dear Sir,

I am writing to explain why I failed to comply with the yearly completion of the form "Request to Inactivate Sprinkler System" that was required of me by the City of Goshen Utilities for the years of 2021, 2022 and 2023. I apologize for any inconvenience this has caused.

I acted in good faith and the reason for my non-compliance was a misunderstanding of what was required of me. After I complied in 2019, I understood from a conversation within the City of Goshen Utilities that smart meters were now in use for future years and the smart meters detected water usage so completing the form for use and non-use of my sprinkler system was no longer required. This was an unintentional and honest mistake that prevented me from submitting the form in a timely manner for those years.

As soon as I realized that I had not complied with the formality, I immediately complied. I have attached the proof of my compliance in 2019 and of recent for your verification and reference.

My misunderstanding and further clarification by the City of Goshen Utilities affected my sprinkler system water bill by additional administrative charges made to me to cover the billing process expense to read the meter to see that water was not being used. These charges totalled \$241.00. I have attached the proof of the charges by means of a copy of the billing history as well as my document of the administrative charges for the months I was charged. I respect your authority and I will do my best to follow the rules in the future.

Please accept my sincere apology and let me know if there is anything else I can do to facilitate the process of a refund of the administrative charges for every month I was charged. You can either issue a check to me or credit the amount to my account. Please let me know which option you prefer and how long it will take to complete the refund. I apologize again for my mistake and I assure you that this will not happen again.

Sincerely,

Jeffrey and Cynthia Grant

Enclosure: Billing History/Request to Inactivate Sprinkler Service/Document of administrative charges

2-19-2024

From: Jeffrey and Cynthia Grant
2512 Redspire Blvd. Goshen, IN 46526

To: Board of Public Works & Safety
111 East Jefferson Street
Goshen, IN 46526

ATTN.: Richard Aguirre, Clerk-Treasurer
CC: Mayor of Goshen City

Dear Board of Public Works & Safety,

We are writing to you as we wish to give you supplemental information in reference to the memorandum dated 2-7-2024 on the Goshen Water & Sewer policy, established in 2018.

We are very sorry for not complying with this policy. From the memorandum dated 2-7-2024, we now understand that this policy is essential to avoid additional work for the Utilities Department and additional billing to the customer.

We were not aware of this policy that has affected our water bill, as we did not receive any written or clear verbal communication from the Utilities Department nor did we receive a compliance alert. This was very unfortunate and we are sorry we have missed or misinterpreted the verbal communication.

We are eager to continue to comply with the policy in the future. Could you please mail us a copy of the policy as soon as possible?

We believe the refund would help us adjust to the current policy and help us to continue to pay our future bills on time. The refund would also demonstrate the Utilities Department's commitment to customer satisfaction and trust. This way the refund would benefit both the Utilities Department and us personally.

We hope we can resolve this issue amicably and quickly. We look forward to hearing from you soon. Thank you very much for your understanding and patience.

Sincerely,

Jeffrey and Cynthia Grant

An irrigation system was a new experience and a first for us when we had it installed in our home on 4-10-2019

FOR YEAR 2020
Irrigation system installed on 4-10-2019

Bill Due - first bill
Service Period 4-3-2019 to 4-22-2019
Sprinkler system not in use
Admin. Charge paid \$6.35****

Bill Due - 12-4-2019. Request to Inactivate Sprinkler Service signed on 12-2-2019

Bill Due - 1-4-2021
Service Period 10-12-2020 to 11-11-2020
System not in use
Admin. Charge paid \$9.81*****

Bill Due - 2-4-2021
Service Period 11-11-2020 to 12-15-2020
System not in use
Admin. charge paid \$10.11*****

FOR YEAR 2021
Bill Due - 3-4-2021
Service Period 12-15-2020 to 1-14-2021
System not in use
Admin. charge paid \$10.11*****

WE WERE CHARGED SINCE THE SERVICE PERIOD INCLUDES THE YEAR OF 2020. WE FILLED OUT THE FORM TO INACTIVATE FOR THE 2020

Bill Due - 4-4-2021
Service Period 1-14-2021 to 2-15-2021
System not in use
Admin charge paid \$10.11****

Bill Due - 5-4-2021
Service Period 2-15-2021 to 3-15-2021
System not in use
Admin. Charge paid \$10.11***

Bill Due - 6-4-2021
Service Period 3-15-2021 to 4-15-2021
System not in use
Admin charge paid \$10.11****

Bill Due - 7-4-2021
Service Period 4-15-2021 to 5-15-2021
Admin. Charge paid \$10.11****

Bill Due 1-4-2022
Service Period 10-15-2021 to 11-15-2021
System not in use
Admin. Charge paid \$10.11*****

Bill Due 2-4-2022
Service Period 11-15-2021 to 12-15-2021
System not in use
Admin charge paid \$9.10****

Bill Due 3-4-2022
Service Period 12-15-2021 to 1-15-2022
System not in use
Admin. Charge paid \$9.10****

FOR YEAR 2022
Bill Due 4-4-2022
Service Period 1-15-2022 to 2-15-2022
Sprinkler system not in use
Admin charge paid \$9.10****

Bill Due 5-4-2022
Service Period 2-15-2022 to 3-15-2022
Sprinkler system not in use
Admin. charge paid \$9.10****

Bill Due 6-4-2022
Service Period 3-15-2022 to 4-15-2022
Sprinkler system not in use
Admin. charge paid \$9.10****

Bill Due 7-4-2022
Service Period 4-15-2022 to 5-15-2022
Sprinkler system not in use
Admin. charge paid \$9.10****

Bill Due 1-4-2023
Service Period 10-15-2022 to 11-15-2022
Sprinkler system not in use
Admin. charge paid \$9.10****

Bill Due 2-4-2023
Service Period 11-15-2022 to 12-15-2022
Sprinkler system not in use
Admin. charge paid \$9.10****

Bill Due 3-4-2023
Service Period 12-15-2022 to 1-15-2023
Sprinkler system not in use
Admin. charge paid \$8.67****

FOR YEAR 2023

Bill Due 4-4-2023

Service Period 1-15-2023 to 2-15-2023

Sprinkler system not in use

Admin charge paid \$8.67****

Bill Due 5-4-2023

Service Period 2-15-2023 to 3-15-2023

Sprinkler system not in use

Admin. charge paid \$8.67****

Bill Due 6-4-2023

Service Period 3-15-2023 to 4-15-2023

Sprinkler system not in use

Admin. Charge paid \$8.67****

Bill Due 7-4-2023

Service Period 4-15-2023 to 5-15-2023

Sprinkler system not in use

Admin. charge \$8.67****

Bill Due 8-4-2023

Service Period 5-15-2023 to 6-15-2023

Sprinkler system not in use as leak repaired on 6-20-2023

Admin. charge paid \$13.07****

Bill Due 1-4-2024

Service Period 10-15-2023 to 11-15-2023

Sprinkler system not in use

We stopped using sprinkler around 10-15 or before

Admin charge paid \$8.67****

Bill Due 2-4-2024

Service Period 11-15-2023 to 12-15-2023

Filled out form on 12-11-2023,

The service period per billing history is

11-15-2023 to 12-11-2023

Admin charge paid \$16.18****

Account Number - 446-3890-01 GRANT, JEFFREY L Service Address: 2512 REDSPIRE BLVD SPRK

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
08/02/2021	020874	Payment	1463523	3890		110.67	0.00
07/12/2021	020816	Bill		5/15- 6/15 08/02	110.67		110.67
07/06/2021	020799	Payment	1455837			10.11	0.00
06/14/2021	020745	Bill		4/15- 5/15 07/05	10.11		10.11
06/07/2021	020722	Payment	1449043			10.11	0.00
05/10/2021	020657	Bill		3/15- 4/15 06/07	10.11		10.11
05/03/2021	020640	Payment	1439718	3865		10.11	0.00
04/12/2021	020581	Bill		2/15- 3/15 05/03	10.11		10.11
04/04/2021	020564	Payment	1433167			10.11	0.00
03/08/2021	020490	Bill		1/14- 2/15 04/05	10.11		10.11
03/01/2021	020471	Payment	1424032			10.11	0.00
02/08/2021	020411	Bill		12/15- 1/14 03/01	10.11		10.11
02/01/2021	020378	Payment	1416124	3844		10.11	0.00
01/11/2021	020325	Bill		11/11-12/15 02/01	10.11		10.11
01/04/2021	020300	Payment	1408226	3835		9.81	0.00
12/14/2020	020251	Bill		10/12-11/11 01/04	9.81		9.81
12/07/2020	020221	Payment	1401906			49.76	0.00
11/09/2020	020154	Bill		9/12-10/12 12/07	49.76		49.76
11/02/2020	020139	Payment	1392190	3816		127.20	0.00
11/02/2020	000000	Memo	1392190	Ex CUT-PMT 127.20CR			127.20
10/12/2020	020086	Bill		8/13- 9/12 11/02	127.20		127.20
10/05/2020	020066	Payment	1384532			124.55	0.00
10/05/2020	000000	Memo	1384532	Ex CUT-PMT 124.55CR			124.55
09/14/2020	020001	Bill		7/14- 8/13 10/05	124.55		124.55
09/07/2020	019976	Payment	1377521	3805		118.49	0.00
08/10/2020	019880	Bill		6/14- 7/14 09/07	118.49		118.49
08/03/2020	019809	Payment	1367873	3798		63.49	0.00
07/13/2020	019688	Bill		5/15- 6/14 08/03	63.49		63.49
01/06/2020	019199	Payment	1315863	ADS		14.42	0.00
12/13/2019	000000	Memo		Delinquent Bills			14.42
12/04/2019	019101	Bill		10/10-12/02 FINAL	14.42		14.42
12/02/2019	019098	Payment	1306589	ADS3722		41.56	0.00
11/08/2019	019030	Bill		9/05-10/10 12/02	41.56		41.56
11/04/2019	019011	Payment	1298501	RG 3713		104.70	0.00
10/14/2019	018944	Bill		8/01- 9/05 11/04	104.70		104.70
10/07/2019	018920	Payment	1291571	ADS3704		127.07	0.00
09/09/2019	018830	Bill		7/01- 8/01 10/07	127.07		127.07
09/03/2019	018817	Payment	1282292	3694		55.17	0.00
08/12/2019	018728	Bill		5/27- 7/01 09/02	55.17		55.17
08/05/2019	018690	Payment	1274334	3684 NH		83.24	0.00
07/08/2019	018612	Bill		4/22- 5/27 08/05	83.24		83.24
07/01/2019	018600	Payment	1265681	ADS3671		6.35	0.00
06/10/2019	018528	Bill		4/03- 4/22 1ST BILL	6.35		6.35

Account Number - 446-3890-01 GRANT, JEFFREY L Service Address: 2512 REDSPIRE BLVD SPRK

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
12/13/2023	023860	Bill		11/15-12/11 FINAL	7.51		16.18
12/11/2023	023846	Bill		10/15-11/15 01/01	8.67		8.67
12/04/2023	023814	Payment	1648150			33.76	0.00
11/13/2023	023726	Bill		9/15-10/15 12/04	33.76		33.76
11/06/2023	023692	Payment	1644108	4112		152.77	0.00
10/09/2023	023601	Bill		8/15- 9/15 11/06	152.77		152.77
10/02/2023	023569	Payment	1637896			117.22	0.00
09/11/2023	023491	Bill		7/15- 8/15 10/02	117.22		117.22
09/05/2023	023463	Payment	1632837	4094		115.06	0.00
08/14/2023	023389	Bill		6/15- 7/15 09/04	115.06		115.06
08/07/2023	023356	Payment	1628250			13.07	0.00
07/10/2023	023248	Bill		5/15- 6/15 08/07	13.07		13.07
07/03/2023	023217	Payment	1622164			8.67	0.00
06/12/2023	023146	Bill		4/15- 5/15 07/03	8.67		8.67
06/05/2023	023115	Payment	1617531	4071		8.67	0.00
05/08/2023	022999	Bill		3/15- 4/15 06/05	8.67		8.67
05/01/2023	022961	Payment	1611602	4063		8.67	0.00
04/07/2023	022867	Bill		2/15- 3/15 05/01	8.67		8.67
04/03/2023	022844	Payment	1606649	4053		8.67	0.00
03/13/2023	022769	Bill		1/15- 2/15 04/03	8.67		8.67
03/06/2023	022734	Payment	1601700			8.67	0.00
02/13/2023	022653	Bill		12/15- 1/15 03/06	8.67		8.67
02/06/2023	022618	Payment	1597216	4043		9.10	0.00
01/09/2023	022508	Bill		11/15-12/15 02/06	9.10		9.10
01/03/2023	022478	Payment	1590896			9.10	0.00
12/12/2022	022408	Bill		10/15-11/15 01/02	9.10		9.10
12/05/2022	022373	Payment	1584864	4023		32.43	0.00
11/14/2022	022305	Bill		9/15-10/15 12/05	32.43		32.43
11/07/2022	022283	Payment	1579841			102.21	0.00
10/10/2022	022180	Bill		8/15- 9/15 11/07	102.21		102.21
10/03/2022	022152	Payment	1571586			137.16	0.00
09/12/2022	022063	Bill		7/15- 8/15 10/03	137.16		137.16
09/06/2022	022042	Payment	1565541	3999		131.36	0.00
08/08/2022	021963	Bill		6/15- 7/15 09/05	131.36		131.36
08/01/2022	021933	Payment	1556314	3992		71.13	0.00
07/11/2022	021878	Bill		5/15- 6/15 08/01	71.13		71.13
07/05/2022	021860	Payment	1548887			9.10	0.00
06/13/2022	021806	Bill		4/15- 5/15 07/04	9.10		9.10
06/06/2022	021780	Payment	1541921			9.10	0.00
05/09/2022	021713	Bill		3/15- 4/15 06/06	9.10		9.10
05/02/2022	021692	Payment	1533355			9.10	0.00
04/11/2022	021636	Bill		2/15- 3/15 05/02	9.10		9.10
04/04/2022	021608	Payment	1525946			9.10	0.00
03/11/2022	021543	Bill		1/15- 2/15 04/04	9.10		9.10
03/07/2022	021528	Payment	1518676			9.10	0.00
02/14/2022	021469	Bill		12/15- 1/15 03/07	9.10		9.10
02/02/2022	021428	Payment	1510528	3937		9.10	0.00
01/10/2022	021347	Bill		11/15-12/15 02/07	9.10		9.10
01/03/2022	021319	Payment	1502529			10.11	0.00
12/13/2021	021269	Bill		10/15-11/15 01/03	10.11		10.11
12/06/2021	021242	Payment	1496446	3923		46.42	0.00
11/08/2021	021179	Bill		9/15-10/15 12/06	46.42		46.42
11/01/2021	021142	Payment	1487266			105.04	0.00
10/11/2021	021081	Bill		8/15- 9/15 11/01	105.04		105.04
10/04/2021	021052	Payment	1479572			123.42	0.00
09/13/2021	020991	Bill		7/15- 8/15 10/04	123.42		123.42
09/06/2021	020968	Payment	1472837			79.18	0.00
08/09/2021	020895	Bill		6/15- 7/15 09/06	79.18		79.18



Water & Sewer Utility Business Office
CITY OF GOSHEN

P.O. Box 238 • 203 South Fifth Street • Goshen, IN 46528-0238

Phone (574) 533-9399 • Fax (574) 533-6961 • TDD (574) 534-3185
watersewer@goshencity.com • www.goshenindiana.org

Request to Inactivate Sprinkler Service

All fields must be filled out to process this request

Account #: 446 - 3890 - 01

Account Holder Name: Grant

Service Address: 2512 Redspire

Contact Phone: 574-534-1124

Date Services to be Inactivated: 12-2-19

As the customer requesting this account be inactivated from City of Goshen Utilities, I am signing that I am in agreement with the details outlined on this request form and wish to have this executed on the date stated.

Cindy Grant
Customer Signature:

12-2-19
Date Requested

Submit the completed document to the Utility Business Office by mail, email at watersewer@goshencity.com or by fax to (574)533-6961.

*This request form is for Sprinkler Services only.

*Please note that if usage is detected on the water meter after this request is received the account will be reactivated and monthly billing statements will resume.



Water & Sewer Utility Business Office

CITY OF GOSHEN

P.O. Box 238 • 203 South Fifth Street • Goshen, IN 46528-0238

Phone (574) 533-9399 • Fax (574) 533-6961 • TDD (574) 534-3185
watersewer@goshencity.com • www.goshenindiana.org

Request to Inactivate Sprinkler Service

NO
EZ
PAY

All fields must be filled out to process this request

Account #: 446-3890-01

Account Holder Name: Jeffrey Grant

Service Address: 2512 Redspire Blvd, Goshen IN 46526

Contact Phone: (574) ~~534~~-534-1124

Date Services to be Inactivated: 12-11-2023

As the customer requesting this account be inactivated from City of Goshen Utilities, I am signing that I am in agreement with the details outlined on this request form and wish to have this executed on the date stated.

Cynthia & Jeffrey Grant
Customer Signature:

12-11-2023
Date Requested

Submit the completed document to the Utility Business Office by mail, email at watersewer@goshencity.com or by fax to (574)533-6961.

*This request form is for Sprinkler Services only.

*Please note that if usage is detected on the water meter after this request is received the account will be reactivated and monthly billing statements will resume.

Last Read
73254



**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

February 22, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: QPA Purchase of Fire Department Fleet Vehicles from Kelley Chevrolet

The City of Fort Wayne, Indiana received bids for the purchase of 2024 vehicles that included Special Service Vehicles for use by Fire Departments. The City of Fort Wayne, Indiana's bidding invitation allows that it be open to other governmental agencies to purchase through. Kelley Chevrolet in Fort Wayne was awarded the contract and has the following vehicles available to purchase from the City of Fort Wayne's order:

2024 Chevy Tahoe SSV 4x4, Model CK10706 for the purchase amount of \$51,495; and

2024 Chevy Silverado 1500 Crew Cab Short Bed 4x4, Model CK10543 for the purchase amount of \$46,350.

Kelley Chevrolet will contact the City when production of the vehicles begins and when the vehicles are available for pick up.

Permission is requested to purchase from Kelley Chevrolet in Fort Wayne, a 2024 Chevy Tahoe SSV at the cost of \$51,495 and a 2024 Chevy Silverado 1500 Crew Cab Short Bed at a cost of \$46,350. Total purchase price \$97,845.

Suggestion Motion: Move to Approved and authorize the purchase of a 2024 Chevy Tahoe and 2024 Chevy Silverado for the Fire Department Fleet from Kelley Chevrolet at a total cost of \$97,845.

REQUEST TO PURCHASE

This contract shall include the terms and conditions set forth, as well as the terms and conditions contained in The City of Fort Wayne Purchasing Department, Invitation to Bid, 2024 Chevy Tahoe SSV 4x4 Truck ITB #8637116 and all information and items required to be provided in accordance with above mentioned document as well as the Kelly Chevrolet "Quote" document attached, all of which are a part of this contract as if set out verbatim, or if not attached, as if attached:

City is to be notified by Vendor when production of the 2024 Chevy Tahoe SSV 4x4, Model CK10706 is schedule and further notification of when vehicle is available for pick up from Vendor.

City shall be provided the following upon pick up:

- Certificate of Origins
- Odometer Disclosure Statements
- Certificate of Gross Retail or Use Tax Paid (Form ST108-E)

The Identified owner of the vehicles shall be:

City of Goshen
 202 South 5th Street
 Goshen Indiana 46528

The City of Goshen agrees to compensate Kelley Chevrolet for the purchase of the 2024 Chevy Tahoe SSV 4x4, Model CK10706 the amount of Fifty-One Thousand Four Hundred Ninety-Five Dollars (\$51,495).

City of Goshen
Board of Public Works and Safety

Kelly Chevrolet, LLC

Gina Leichty, Mayor

Mark T. Wright,
Fleet/Government Sales Manager

Mary Nichols, Member

Date _____

Michael Landis, Member

Barbara Swartley, Member

Orv Myers, Member

Date _____

City of Fort Wayne ITB #: 8637116 2024 Tahoe SSV 4X4 "NON-PURSUIT"

Vehicle Description	2024 Tahoe SUV 4X4 "Special Service Vehicle"
Model	CK10706 5W4 - SSV
Standard Package/Equipment Group	1FL 5W4

BASE VEHICLE SPECIFICATIONS Includes:

L84 - 5.3L V-8 engine (355 HP/383 Ft.-Lb. of Torque) w/Dynamic Fuel Management, Direct Injection & VVT; MHS - 10-Speed Automatic transmission w/Tow-Haul & Traction Select System; PZX - Silver 18" Aluminum wheels w/All-Season tires; ZW7 - Premium smooth ride suspension; AZ3 - 40/20/40 cloth front bench seat; BG9 - Vinyl floor covering; RKE/BTM - Remote keyless entry w/Pushbutton keyless start; AMF - Four "EXTRA" remotes total of Six (6) remotes w/keys; 6J1 - 100 Amp Power Supply to both front instrument panel & Left Rear of cargo area; 6J7 - Head/taillight flasher system; RC1 - PPV specific skid plate; J61 - Duralife brake rotors; IOR - Bluetooth capable radio w/Apple CarPlay & Android Auto; UD5 & UVB - Front & Rear Park Assist audible sensors w/Rear-view camera; UTJ - Theft-Deterrent system; KI4 - 110-volt outlet w/400 Watt shared capacity; V76 - Front tow hooks; Z82 w/CTT - 2" receiver hitch w/hitch guidance; G86 - Limited slip rear differential; K6K - Rear mounted Auxiliary 760 CCA Battery; UDA - On-Star Deleted.

Total Cost for Commonly Specified BASE VEHICLE

Additional Options Available	2024 5W4 - SSV *\$ 47,895.00*	
Rear camera mirror Includes washer N/A w/PQA	DRZ	\$ 475.00
Bucket Seats w/premium cloth & "Retail Console"	A50	\$ 350.00
20" A/T Tires on 20" Alum. Wheels w/Gray pockets	QAE/RD4	\$ 900.00
Safety Pkg. Collision alert, Lane keep assist & departure warning, Auto emergency & pedestrian braking & Following distance indicator Required w/A50 Front Bucket seats	PQA	\$ 390.00
Max Trailering w/Brake controller, 2-spd X-fer, HD cool.	NHT	\$ 350.00
Remote Start	BTV	\$ 300.00
Carpeting w/Carpeted floor mats	B30 / B58	\$ 280.00
Floor liners Reqs. Carpeting Available/Parts D/I	RIA/DI	\$ 250.00
Driver's side spotlamp	7X3	\$ 800.00
Auxiliary Red/White Dome lamp	6C7	\$ 220.00
Grille lamps & Speaker wiring harness	6J3	\$ 120.00
Horn & Siren circuit wiring harness	6J4	\$ 90.00
Front Park Assist DISABLE for push bumper install	5J0	\$ 50.00
Molded Splash Guards Front - Rear	VQK	\$ 250.00
Spcl Colors Victory Red Req. TKG \$250/\$450	5T4 + TKG	\$ 700.00
Two (2) like this coming ETA TBD		Sub-Total of options: \$ 3,600.00
Red Tahoe SSV DELUXE	Total Price, as ordered: \$ 51,495.00	
Dealer Name	<i>Kelley Chevy, LLC</i>	
Contact Names	Mark T. Wright / Corey Reichard	
Phone Numbers	D: 260-496-6491 C: 260-437-9218 / D: 260-496-6481 C: 260-437-3651	
E-mail Addresses	<i>nwright@kelleyauto.com / creichard@kelleyauto.com</i>	
Dealer Address	<i>5220 Value Drive</i>	
	<i>Fort Wayne, IN 46808</i>	



CITY OF FORT WAYNE

INDIANA'S CAPITAL CITY

City of Fort Wayne Notice of Award

Bid: #8637116 2024 Chevrolet Tahoe 4x4

Bid Date: 10/3/2023

Owner: City of Fort Wayne Purchasing Department (260) 427-1103
200 East Berry Street- Suite 490; Fort Wayne, IN 46802

Bidder: Kelley Automotive
5220 Value Drive
Fort Wayne, IN 46808

You are the awarded vendor of the above referenced contract for the following items:

1	4x4 Pursuit with: Driver's side spotlight (LED); Front Row Hooks; Four (4) Remotes; Four (4) wiring circuits pre-wired to grille area in two harnesses.	\$49,525.00
2	Tahoe Special Services Vehicle (SSV-5W4) 4x4 Non- Pursuit with: Front tow hooks; four (4) remotes	\$47,895.00

Please sign below to accept this award and all terms set forth in the bid documents:

Mary T. Wright Date 10/24/2023
Kelley Automotive

Michelli Metzger Date 10/23/23
City of Fort Wayne

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CITIZENS SQUARE

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The City of Fort Wayne Vehicle Invitation to Bid

Unless signed "Read and Accepted", the entire bid will be considered incomplete and non-responsive.

I. Overview

- A. In order to meet the everyday demands of its operations, the City of Fort Wayne's Purchasing Department and Fleet Department are requesting bids for vehicles.
- B. It is further understood that other governmental agencies, particularly in Northeast Indiana, and any other tax supported governmental agencies, will be extended the opportunity to purchase off this bid during the same calendar model year. In entering into such agreements, the vendor and those parties understand that neither the City of Fort Wayne are agents of, partners to/or representatives of these outside agencies and are not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements. The awarded dealer will receive a purchase order from and invoice each agency separately.
- C. Upon mutual agreement, the City reserves the right to allow an increase to rollover contracts for the next calendar year.
- D. Upon request, Vendor shall submit all available factory options and pricing. Options will be selected at time of order and should be charged to the City of Fort Wayne at dealer invoice price or better.
- E. Include in your bid complete manufacturer's descriptive literature and identification of the product being offered. Documents can be uploaded with the **Vendor Submission** form.
- F. The fact that every item constituting the construction of a complete unit is not specifically mentioned nor described will be interpreted to mean that the manufacturer shall include all items that conform to the best known engineering standards of the trade, relative to design, strength, quality and workmanship. Furthermore, each unit delivered is to be fully equipped with all the manufacturers' standard equipment and accessories. This equipment must meet the latest federal safety regulation.
- G. The price submitted for all vehicles must include delivery to the City Fleet Garage. A delivery schedule must be confirmed prior to the issuance of a purchase order. The dealer is responsible for delivery charges at the bid price to all participants located within Allen County. Delivery charges to participating agencies outside of Allen County must be noted on the bid response.
- H. Units shall be North American made, manufactured, and assembled within conformance to the latest engineering standards of the trade, relative to design, strength, quality, durability, and workmanship. Every item assembled upon these units must meet the latest Federal Safety Standards.
- I. Bidder must state the model number under which the units are listed in a publication of recognized standing, devoted to the manufacturing industry of this specified unit.

- J. All bidders must submit color charts for each type of vehicle bid if awarded the bid item. Unless stated otherwise, the color of the vehicle will be chosen when the order is placed.
- K. For orders from the City of Fort Wayne; Vendors MUST use the following name and address on all Certificate of Origins and STE 108E forms: See below
- L. Certificates of Origin MUST be hand delivered or sent with tracking to the Fleet Department for the City of Fort Wayne.
- M. Upon Evaluation of the bids, at which a determination of delivery responsiveness will be determined, the City of Fort Wayne will issue a blanket order to the successful dealer for the 2024 models. A determination of a more responsive bid may cause the City to not award to the apparent lowest bidder when deemed in the City's best interest. The City reserves the right to factor any vehicle-related savings into the bid award. The City Cooperative program allows each municipality to process their own orders for the vehicle individually with their purchase order or letter of authorization. The Dealer that is awarded the bid must fill out a City of Fort Wayne Fleet Package/Equipment group form that will be used for other municipalities to purchase from in electronic form. A copy of the form is attached for your information

City of Fort Wayne

Thomas C. Henry, Mayor

Purchasing Department

200 East Berry Street, Ste. 490

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-1103 Fax (260) 427-1393

Vendor Submission

ITB.....#8637116
Description.....2024 Chevrolet Tahoe 4x4
ITB Due Date.....Tuesday, October 3, 2023, at 11:00 a.m.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period at the discretion of the City.

This ITB is issued to establish a contract to supply the City of Fort Wayne with a commodity in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid until order is fulfilled.

Company: Kelley Chevy, LLC

Address: 5220 Value Drive

City/State/Zip: Fort Wayne, IN 46808

Printed Name: Mark T Wright

Email: mwright@kelleyauto.com



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Mark Wright

2024 CHEVROLET TAHOE (#8637116)

Owner: Purchasing
Solicitor: Fort Wayne IN, City of

10/12/2023 11:00 AM EDT

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Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion

Sections shown in this color are not included in the Base Bid Total - *Optional* completion

Sections shown in this color are fixed and cannot be edited by the bidder

					City PDRD	Wolley Auto Group, LLC			
					ONLINE	ONLINE			
					Accepted		Accepted		
Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	
2024 Chevrolet Tahoe									
1	1	2024 Chevy Tahoe 4x4	Ea	1	\$52,396.60	\$52,396.60	\$53,910.00	\$53,910.00	
2	2	4x4 Pursuit with: Driver's side	Ea	1	\$49,592.42	\$49,592.42	\$49,525.00	\$49,525.00	
3	3	Tahoe Special Services Vehicle	Ea	1	\$48,139.50	\$48,139.50	\$47,895.00	\$47,895.00	
2024 Chevrolet Tahoe Total:						\$150,128.52		\$151,330.00	
					<i>Base Bid Total:</i>		\$150,128.52	\$151,330.00	

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CITY OF FORT WAYNE

BEFORE COL. BERRY, GOVERNOR

City of Fort Wayne Notice of Award

Bid: #8637116 2024 Chevrolet Tahoe 4x4

Bid Date: 10/3/2023

Owner: City of Fort Wayne Purchasing Department (260) 427-1103
200 East Berry Street- Suite 490; Fort Wayne, IN 46802

Bidder: Kelley Automotive
5220 Value Drive
Fort Wayne, IN 46808

You are the awarded vendor of the above referenced contract for the following items:

1	4x4 Pursuit with: Driver's side spotlight (LED); Front Row Hooks; Four (4) Remotes; Four (4) wiring circuits pre-wired to grille area in two harnesses.	\$49,525.00
2	Tahoe Special Services Vehicle (SSV-5W4) 4x4 Non- Pursuit with: Front tow hooks; four (4) remotes	\$47,895.00

Please sign below to accept this award and all terms set forth in the bid documents:

Mary T. Wright Date 10/24/2023
Kelley Automotive

Michelli Metzger Date 10/23/23
City of Fort Wayne

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REQUEST TO PURCHASE

This contract shall include the terms and conditions set forth, as well as the terms and conditions contained in The City of Fort Wayne Purchasing Department, Invitation to Bid, 2024 Chevy Silverado 1500 Trucks ITB #8601921 and all information and items required to be provided in accordance with above mentioned document as well as the Kelly Chevrolet "Quote" document attached, all of which are a part of this contract as if set out verbatim, or if not attached, as if attached:

City is to be notified by Vendor when production of the 2024 Chevy Silverado 1500 Crew Cab Short Bed 4x4, Model CK10543 is schedule and further notification of when vehicle is available for pick up from Vendor.

City shall be provided the following upon pick up:

- Certificate of Origins
- Odometer Disclosure Statements
- Certificate of Gross Retail or Use Tax Paid (Form ST108-E)

The Identified owner of the vehicles shall be:

City of Goshen
 202 South 5th Street
 Goshen Indiana 46528

The City of Goshen agrees to compensate Kelley Chevrolet for the purchase of the 2024 Chevy Silverado 1500 Crew Cab Short Bed 4x4, Model CK10543 the amount of Forty-Six Thousand Three Hundred Fifty Dollars (\$46,350).

City of Goshen
Board of Public Works and Safety

Kelly Chevrolet, LLC

Gina Leichty, Mayor

Mark T. Wright,
Fleet/Government Sales Manager

Mary Nichols, Member

Date _____

Michael Landis, Member

Barbara Swartley, Member

Orv Myers, Member

Date _____

Fort Wayne ITB: 8601921 2024 Silverado 1500 Crew Cab Short Bed 4X4

Vehicle Description		2024 Chevy Silverado 1500 Crew Cab Short Bed
		Silverado 1500 7,000 Lb. Minimum GVW
Model		CK10543
Standard Package/Equipment Group		**** IWT ****
Base Standard Equipment		
<p>Silverado 1500 Model CK10543 4X4: w/ L3B-2.7L TurboMax 4-cyl. Engine (310 HP - 430 Lb-Ft. Torque); MFC- 8-speed automatic transmission; Single-Speed 4X4 Transfer Case; 17" Steel Wheels w/All-season tires; Choice of Cloth/Vinyl seating w/40/20/40 front bench seat w/underseat storage; Vinyl floor covering; 7" Radio screen w/Bluetooth & WIRELESS Android Auto/Apple CarPlay; Re-mote keyless entry w/Push-button start; Power windows & locks. Standard Safety features include: Automatic emergency & front pedestrian braking; Forward collision alert; Lane keep assist w/lane departure warning; Following distance indicator and IntelliBeam headlights.</p>		
BASE VEHICLE STARTING COST		
		\$ 39,600.00
Additional Options Available	Option Code	Additional Cost
V-8 engine 355 HP - 383 Lb - Ft. Torque	L84	\$ 2,750.00 \$2750.00
W/T Value Pkg. Includes: ZLQ-AKO-C49 & Z82	PEB	\$ 1,080.00 \$1080.00
Flt. Conv. Pkg.: Cruise control & power mirrors	ZLQ	\$ 335.00
Two (2) extra Keys only (NO Remotes)	5H1	\$ 40.00
Four (4) Extra Remotes	AMF	\$ 100.00 \$100.00
Trailer Pkg.: Platform hitch w/Electric plugs	Z82	\$ 385.00
Integrated trailer brake controller	JL1	\$ 250.00 \$250.00
Locking rear differential	G80	\$ 355.00 \$355.00
Factory Spray-on Bedliner	CGN	\$ 495.00 \$495.00
Off-Road Pkg.: Off-Road suspension w/2-spd X-fer case, Hill descent control Reqs: L84-RC5-G80	Z71	\$ 840.00
Upfitter switch kit 3 -30 Amp & 2 -20 Amp circuits	9L7	\$ 135.00 \$135.00
All-Terrain truck tires	RC5	\$ 355.00 \$355.00
Skid Plates	NZZ	\$ 200.00
Black 5" flat "Work Style" side steps	VQO	\$ 470.00
Carpeting w/rubberized mats	B30	\$ 90.00 \$90.00
Rubberized floor liners	RIA	\$ 205.00
17" Bright Silver Painted Aluminum wheels	Q5U	\$ 320.00 \$320.00
Power driver's seat Requires: ZLQ-KI4-QT5	A2X	\$ 280.00
Deep Tinted Glass	AKO	\$ 180.00
Rear window defogger	C49	\$ 200.00
120-volt outlets Dash & Bed mtd. Requires QT5	KI4	\$ 220.00 \$220.00
EZ Lift power lock & release tailgate	QT5	\$ 130.00 \$130.00
Safety Package; Includes rear park assist, lane change w/side blind zone alert, Rear cross traffic alert & pedestrian braking. Requires chrome bumpers.	PQA	\$ 1,030.00
		Additional options, included: \$ 6,750.00
		Sub-Total: \$ 46,350.00
		Total Price, as ordered: \$ 46,350.00
Dealer Name	<i>Kelley Chevy, LLC</i>	
Contact Names	Mark T. Wright / Corey Reichard	
Phone Numbers	D - 260-496-6491 Cell: 260-437-9218 / D - 260-496-6481 Cell: 260-437-3651	
Contact E-mails	mwright@kelleyauto.com / creichard@kelleyauto.com	
Dealer Address	5220 Value Drive	
	Fort Wayne, IN 46808	

The City of Fort Wayne Vehicle Invitation to Bid

Unless signed "Read and Accepted", the entire bid will be considered incomplete and non-responsive.

I. Overview

- A. In order to meet the everyday demands of its operations, the City of Fort Wayne's Purchasing Department and Fleet Department are requesting bids for vehicles.
- B. It is further understood that other governmental agencies, particularly in Northeast Indiana, and any other tax supported governmental agencies, will be extended the opportunity to purchase off this bid during the same calendar model year. In entering into such agreements, the vendor and those parties understand that neither the City of Fort Wayne are agents of, partners to/or representatives of these outside agencies and are not obligated or liable for any action or debts that may arise out of such independently negotiated "piggy-back" procurements. The awarded dealer will receive a purchase order from and invoice each agency separately.
- C. Upon mutual agreement, the City reserves the right to allow an increase to rollover contracts for the next calendar year.
- D. Upon request, Vendor shall submit all available factory options and pricing. Options will be selected at time of order and should be charged to the City of Fort Wayne at dealer invoice price or better.
- E. Include in your bid complete manufacturer's descriptive literature and identification of the product being offered. Documents can be uploaded with the **Vendor Submission** form.
- F. The fact that every item constituting the construction of a complete unit is not specifically mentioned nor described will be interpreted to mean that the manufacturer shall include all items that conform to the best known engineering standards of the trade, relative to design, strength, quality and workmanship. Furthermore, each unit delivered is to be fully equipped with all the manufacturers' standard equipment and accessories. This equipment must meet the latest federal safety regulation.
- G. The price submitted for all vehicles must include delivery to the City Fleet Garage. A delivery schedule must be confirmed prior to the issuance of a purchase order. The dealer is responsible for delivery charges at the bid price to all participants located within Allen County. Delivery charges to participating agencies outside of Allen County must be noted on the bid response.
- H. Units shall be North American made, manufactured, and assembled within conformance to the latest engineering standards of the trade, relative to design, strength, quality, durability, and workmanship. Every item assembled upon these units must meet the latest Federal Safety Standards.
- I. Bidder must state the model number under which the units are listed in a publication of recognized standing, devoted to the manufacturing industry of this specified unit.

- J. All bidders must submit color charts for each type of vehicle bid if awarded the bid item. Unless stated otherwise, the color of the vehicle will be chosen when the order is placed.
- K. For orders from the City of Fort Wayne; Vendors MUST use the following name and address on all Certificate of Origins and STE 108E forms: See below
- L. Certificates of Origin MUST be hand delivered or sent with tracking to the Fleet Department for the City of Fort Wayne.
- M. Upon Evaluation of the bids, at which a determination of delivery responsiveness will be determined, the City of Fort Wayne will issue a blanket order to the successful dealer for the 2024 models. A determination of a more responsive bid may cause the City to not award to the apparent lowest bidder when deemed in the City's best interest. The City reserves the right to factor any vehicle-related savings into the bid award. The City Cooperative program allows each municipality to process their own orders for the vehicle individually with their purchase order or letter of authorization. The Dealer that is awarded the bid must fill out a City of Fort Wayne Fleet Package/Equipment group form that will be used for other municipalities to purchase from in electronic form. A copy of the form is attached for your information

City of Fort Wayne

Thomas C. Henry, Mayor

Purchasing Department

200 East Berry Street, Ste. 490

Fort Wayne, Indiana 46802-1804

Telephone (260) 427-1103 Fax (260) 427-1393

Vendor Submission

ITB.....#8601921
Description.....2024 Chevy Silverado 1500 Trucks
ITB Due Date.....Friday, August 4, 2023, at 11:00 a.m.

Bids will be received electronically through QuestCDN vBid Online Bidding ONLY.

By mutual agreement between the City of Fort Wayne and the supplier, the contract period may be extended for an additional like or lesser time period at the discretion of the City.

This ITB is issued to establish a contract to supply the City of Fort Wayne with a commodity in accordance with accompanying specifications. The execution hereof by the bidder is acceptance of all terms and conditions herein and in that regard the bidder agrees to be bound by same and be bound to the amount of the bid until order is fulfilled.

Company: Kelley Chevy, LLC.

Address: 5220 Value Drive

City/State/Zip: Fort Wayne, IN 46808.

Printed Name: Mark T. Wright

Email: mwright@kelleyauto.com



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2024 Chevy Silverado 1500 Trucks (#8601921)

08/04/2023 11:00 AM EDT

Owner: Purchasing

Solicitor: Fort Wayne IN, City of

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Sections shown in this color are not included in the Base Bid Total - *Mandatory* completion

Sections shown in this color are not included in the Base Bid Total - *Optional* completion

Sections shown in this color are fixed and cannot be edited by the bidder

Line Item	Item Code	Item Description	Unit	Quantity	Unit Price	Amount	Subtotal	Estimate
2024 Chevrolet Silverado 1500 Trucks								
1	1	1500 Regular Cab SWB 4x4	Ea	1	\$37,400.00	\$37,400.00	\$38,766.40	\$38,766.40
2	2	1500 Double Cab SWB 4x4	Ea	1	\$37,400.00	\$37,400.00	\$38,828.00	\$38,828.00
3	3	1500 Crew Cab SWB 4x4	Ea	1	\$39,600.00	\$39,600.00	\$40,962.80	\$40,962.80
4	4	1500 Regular Cab LWB 4x4	Ea	1	\$37,600.00	\$37,600.00	\$38,952.60	\$38,952.60
5	5	1500 Crew Cab LWB 4x4	Ea	1	\$39,900.00	\$39,900.00	\$41,242.10	\$41,242.10
2024 Chevrolet Silverado 1500 Trucks Total:						\$191,900.00	\$198,751.90	
						\$191,900.00	\$198,751.90	

[Export to CSV](#)



City of Fort Wayne Notice of Award

Bid: #8601921- 2024 Chevy Silverado Trucks
Bid Date: 8/4/2023
Owner: City of Fort Wayne Purchasing Department (260) 427-1103
200 East Berry Street- Suite 490; Fort Wayne, IN 46802
Bidder: Kelley Automotive
5220 Value Drive
Fort Wayne, IN 46808

You are the awarded vendor of the above referenced contract for the following items:

1500 Regular Cab SWB 4x4	\$37,400.00
1500 Double Cab SWB 4x4	\$37,400.00
1500 Crew Cab SWB 4x4	\$39,600.00
1500 Regular Cab LWB 4x4	\$37,600.00
1500 Crew Cab LWB 4x4	\$39,900.00

Please sign below to accept this award and all terms set forth in the bid documents:

Mark T Wright Date 8/17/2023
Kelley Automotive

Michelle Mudge Date 8/17/23
City of Fort Wayne



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

February 22, 2024

To: Board of Public Works and Safety

From: Brandy Toms

Subject: Agreement with Martec General Construction for modifications to Goshen Utilities Billing Office

The City Utilities Billing Office needs various repairs to the building. Attached for the Board's approval and to authorize Mayor Leichty to execute is an agreement with Martec General Construction to perform the necessary repairs. Martec General Construction will be paid \$22,000 to perform all the repairs and the all repairs are to be completed by June 30, 2024.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the agreement with Martec General Construction for repairs to the Utilities Billing Office at a cost of \$22,000 and completion deadline of June 30, 2024.

AGREEMENT WITH MARTEC GENERAL CONSTRUCTION FOR REPAIRS TO GOSHEN UTILITIES BILLING OFFICE

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Martec General Construction** (“Contractor”), whose mailing address is 26944 SR 119, Wakarusa, Indiana 46573, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to make certain modifications to the building (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Remove and replace the cedar siding that has rot with cedar boards, the City of Goshen has (6) 8’ boards on-site that will be supplied.
- (B) Remove nails and replace existing siding with exterior grade screws suitable for materials used.
- (C) Remove and replace rotten window trim with cedar boards.
- (D) Prep entire exterior for paint to include power washing, caulking (suitable for cedar) and sanding of the doors inside and out.
- (E) Replace bottom board with a plastic board or pressure treated lumber rated for ground contact with flashing along the top.
- (F) New wood to be primed with tinted primer to match color before installation.
- (G) Clean the cedar shake siding to brighten and remove any mildew then apply 2 coats of clear sealer.
- (H) Prep and paint with two (2) coats inside and out three (3) entry doors.
- (I) Paint the entire exterior with 2 coats of Sherwin-Williams Duration to include but not limited to the siding, trim, eaves, fascia, tops of beams and doors up to the gutters and metal fascia, color to be determined by the city.
- (J) Provide all materials, labor and equipment to complete the job in a professional manner keeping the job site clean.
- (K) Care must be taken to accommodate foot traffic.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

(D) All Duties shall be completed by June 30, 2024.

Section 3. Compensation

(A) City agrees to compensate Contractor the sum of Twenty-Two Thousand Dollars (\$22,000) for performing all Duties.

Section 4. Payment

(A) City shall pay Contractor for Duties satisfactorily completed under this agreement.

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

City of Goshen
c/o Maintenance
204 E. Jefferson Street, Suite 1
Goshen, IN 46528

(C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Warranty

All labor shall be warranted for one (1) year from date of passing of final inspections by Goshen Building Department. Any materials and/or supplies shall be covered by any applicable manufacturers' warranty.

Section 8. Independent Contractor

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

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

Section 9. Non-Discrimination

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

Section 10. Employment Eligibility Verification

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

Section 11. Contracting with Relatives

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

Section 12. No Investment Activities in Iran

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

Section 13. Indemnification

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

Section 14. Insurance

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

Section 15. Force Majeure

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

Section 16. Default

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

Section 17. Termination

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

Section 18. Notice

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

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

Contractor:
Martec General Construction
Attention: Jeryl Martin
26944 SR 119
Wakarusa, IN 46573

Section 19. Subcontracting or Assignment

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

Section 20. Amendments

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

Section 21. Waiver of Rights

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

Section 22. Applicable Laws

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

Section 23. Miscellaneous

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

Section 24. Severability

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

Section 25. Binding Effect

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

Section 26. Entire Agreement

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

Section 27. Authority to Execute

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

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

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

Martec General Construction

Gina Leichty, Mayor

Jeryl Martin, Owner

Date Signed: _____

Date Signed: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

February 22, 2024

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Acceptance of Deed of Dedication from Andrew E. Borkholder and Inez L. Borkholder

It is recommended that the Board accept the attached Deed of Dedication from Andrew E. Borkholder and Inez L. Borkholder for public right-of-way along the north side of College Avenue, east of the railroad tracks. The drawing attached as Exhibit B to the Deed of Dedication depicts the public right-of-way area.

Suggested Motion:

Move to accept the Deed of Dedication for public right-of-way from Andrew E. Borkholder and Inez L. Borkholder, and authorize the Mayor to execute the Acceptance.

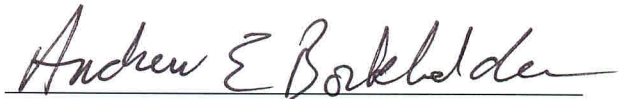
DEED OF DEDICATION

THIS INDENTURE WITNESSETH, that Andrew E. Borkholder and Inez L. Borkholder, Husband and Wife (“Grantor”), dedicates and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B for public right-of-way purposes, including, but not limited to the placement and maintenance of a public road and public utilities.

The public right-of-way is part of the real estate more commonly known as 16769 County Road 36, Goshen, Indiana, and part of Parcel Number 20-11-13-300-003.000-014.

Grantor certifies that no Indiana Gross Income Tax is due or payable in respect to the transfer made by this transaction.

IN WITNESS WHEREOF, the undersigned has executed this Deed of Dedication on October 6, 2022.



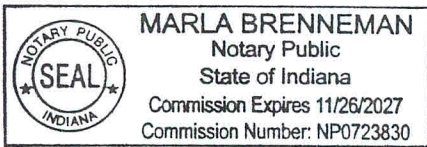
Andrew E. Borkholder



Inez L. Borkholder

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on October 6, 2022, personally appeared Andrew E. Borkholder and Inez L. Borkholder, Husband and Wife, 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.



Marla Brenneman
Printed Name: Marla Brenneman
Notary Public of Elkhart County, IN
My Commission Expires: 11/26/27
Commission Number: NP072830

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS

DES NO: N/A
PARCEL: 1 – FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT OF PARCEL 1 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION, DESIGNATED AS POINT "7003" ON SAID PARCEL PLAT; THENCE NORTH 89°33'09" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 1001.29 FEET TO POINT "203" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE NORFOLK AND SOUTHERN RAILWAY AND THE POINT OF BEGINNING; THENCE NORTH 56°40'45" WEST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 80.88 FEET TO POINT "200" AS DESIGNATED ON SAID PLAT; THENCE NORTH 89°33'09" EAST, 384.54 FEET TO POINT "201" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE EASTERLY LINE OF GRANTOR'S LAND; THENCE SOUTH 00°40'21" EAST ALONG SAID EASTERLY LINE, 44.96 FEET TO POINT "202" AS DESIGNATED ON SAID PLAT, BEING A POINT ON SAID SOUTH LINE; THENCE SOUTH 89°33'09" WEST ALONG SAID SOUTH LINE, 317.48 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.36 ACRE, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 23RD DAY OF FEBRUARY, 2022.



MICHAEL J. ROZYCKI, PS 2/23/22
DATE

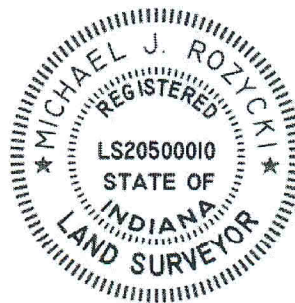
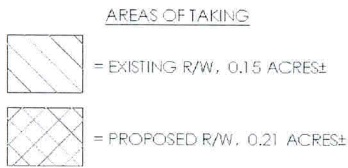
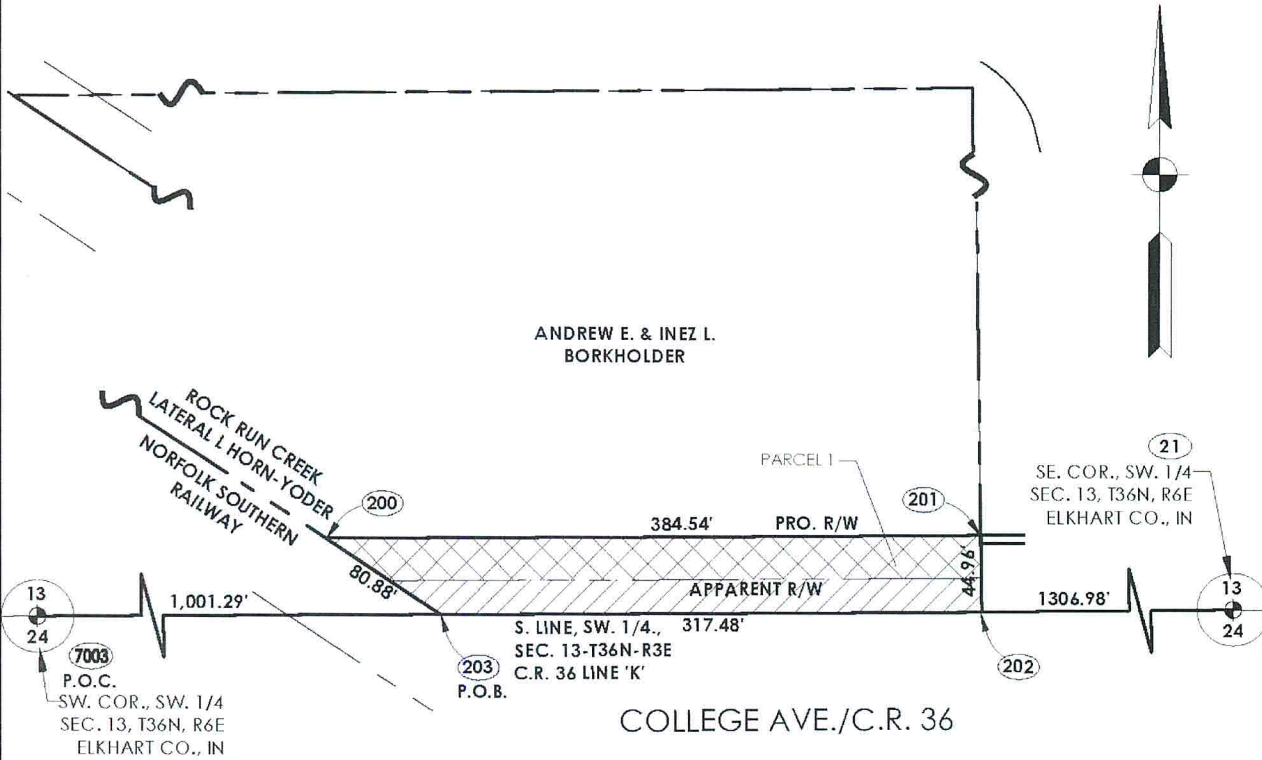


EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

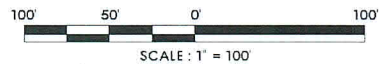
PREPARED BY ABONMARCHE CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #21-0453



NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
7003*	K	36+42.64	0.00'	452006.1898	803785.6940
21*	K	62+68.35	0.00'	452026.6974	806411.3305
200	K	45+76.66	45.00' L	452058.4393	804719.3371
201	K	49+61.20	45.00' L	452061.4426	805103.8653
202	K	49+61.38	0.00'	452016.4896	805104.3931
203	K	46+43.89	0.00'	452014.0099	804786.4210



LAND SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE "LOCATION CONTROL ROUTE SURVEY" RECORDED AS DOCUMENT NO. 2021-33297 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).


 2/23/22
 MICHAEL J. ROZYCKI, P.S. DATE
 INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

OWNER: ANDREW E. & INEZ L. BORKHOLDER
 PARCEL: 1
 PARCEL ROAD: CO. RD. 36
 COUNTY: ELKHART
 SECTION: 13 PROJECT: N/A
 TOWNSHIP: 36 NORTH DES. NO.: N/A
 RANGE: 6 EAST CODE: N/A



303 River Race Drive, Unit 206 Battle Creek South Bend
 Goshen, IN 46526 Benton Harbor Hobart
 1-574-533-9913 Marquette LaPorte
 1-574-533-9911 South Haven South Bend
 abonmarche.com Vasporealis

CONTRACT # 2011-ABONMARCHE CONSULTANTS, INC. Engineering - Architecture - Land Surveying

WARRANTY DEED **2011-021008**

TAX KEY NO.: 20-11-13-300-003.000-014

DRAWN BY: IRM DATE: 11-16-2021
 CHECKED BY: MJR DATE: 12-10-2021
 QA/QC BY: HJCW DATE: 12-03-2021
 REVISED: DATE: 02-23-2022

TAKING: 0.36 AC. +/-

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from Andrew E. Borkholder and Inez L. Borkholder, Husband and Wife, and accepts the Deed of Dedication on _____, 2024.

Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2024, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing Acceptance.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, 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 (Bodie J. Stegelmann).



CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

February 15, 2024

To: Board of Public Works and Safety

From: Don Shuler

RE: Resolution 2024-07 – Authorizing Agreement for and Acceptance of Easement

The City has been working to extend the Winona Trail/Maple City Greenway. As part of those discussions, the City sought an easement from Goshen Community Schools to permit the trailway to be extended over, across, and through School that lies east of Waterford Elementary along the western edge of the Norfolk Southern Railway, between Waterford Mills Parkway and Bethany Christian Schools. Following negotiation, the Schools agreed to grant the City an easement for purposes of the trailway extension, provided the City cover any attorney's fees. Resolution 2024-07 approves the Purchase Agreement for Easement and the City's acceptance of the easement, and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Suggested Motion:

Move to adopt Resolution 2024-07, Authorizing Agreement for and Acceptance of Easement.

**Goshen Board of Public Works and Safety
Resolution 2024-07**

Authorizing Agreement for and Acceptance of Easement

WHEREAS, the GCS School Bldg. Corp. One owns real estate in Elkhart County, Indiana generally located north of Waterford Mills Parkway, east of State Road 15, south of Bethany Christian Schools, and on the western edge of the Norfolk Southern Railway, more particularly described on Exhibit A to this Resolution (hereinafter the “Real Estate”);

WHEREAS, the City of Goshen, Indiana wishes to acquire an easement over, across, and through the Real Estate for bicycle and pedestrian recreational use by the public as a trail, greenway, or similar purpose, and for accessing and departing such, as well as for the construction, installation, and maintenance of the trailway surface and any directional signals and markings on the surface thereof;

WHEREAS, instruments, approved by counsel, effecting an agreement between the City of Goshen and GCS School Bldg. Corp. One for the purchase of an easement to be granted by GSC School Bldg. Corp. One to the City of Goshen, Indiana over, across, and through the Real Estate have been presented and approved by GSC School Bldg. Corp. One;

NOW THEFORE, BE IT RESOLVED that Gina M. Leichty, Mayor of the City of Goshen, Indiana, is hereby authorized to execute on behalf of the City of Goshen, Indiana a Purchase Agreement for Easement and an acceptance of deed of Easement over, across, and through the Real Estate, as well as any other necessary documents to effectuate this transaction.

PASSED AND ADOPTED by the Goshen Board of Public Works and Safety on February 22, 2024.

Gina M. Leichty, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Orv Myers, Member

Barb Swartley, Member

EXHIBIT "A"

Project: City of Goshen, Winona Trail
Parcel: 1 Trail Access and Maintenance Easement
Key No: 20-11-27-301-040.000-014

Sheet 1 of 2

A part of the Southwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section; thence North 89 degrees 44 minutes 11 seconds East, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 611.13 feet along the north line of said Section to the northwest corner of that parcel of land described in Instrument No. 2000-22437, Elkhart County Recorder; thence South 0 degrees 51 minutes 09 seconds East 12.58 feet along the west line of said Instrument No.; thence North 89 degrees 02 minutes 11 seconds East 46.69 feet to the point of beginning of this description; thence North 89 degrees 02 minutes 11 seconds East 8.20 feet along the north line of the grantor's land; thence South 0 degrees 51 minutes 09 seconds East 10.10 feet; thence North 89 degrees 02 minutes 11 seconds East 32.07 feet to the northeast corner of the grantor's land on the west line of the Norfolk Southern Railway Company right of way line; thence South 0 degrees 54 minutes 49 seconds East 436.81 feet along the east line of the grantor's land; thence South 89 degrees 49 minutes 50 seconds West 40.40 feet; thence North 0 degrees 53 minutes 42 seconds West 446.36 feet to the point of beginning and containing 0.41 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2004-43363 and #2000-22437

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 1, 2024
Job Number: 2023-0292

EXHIBIT "A"

Project: City of Goshen, Winona Trail
Parcel: 1A Trail Access and Maintenance Easement
Key No: 20-11-27-301-019.000-014

Sheet 2 of 2

A part of the Southwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat, marked Exhibit "B", described as follows: A strip of land 40 feet wide east and west (formerly the right of way of the Winona Railroad) located and adjacent to and immediately east of Lots One, Two, Three and Four in Sunny Acres Subdivision recorded in Plat Book 3, page 147, Elkhart County Recorder. Containing 0.37 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: Vol. 297, pg. 292 and DR 2004-43363

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 2, 2024
Job Number: 2023-0292

J:\Projects\2023 Projects\2023-0292\02_Survey\Easement Description\Parcel 1\2024-02-01 REVISED Parcel 1A
Esmt Exhibit A Legal Description.doc

PURCHASE AGREEMENT FOR EASEMENT

THIS AGREEMENT is entered into on January ____, 2024, between GCS School Bldg. Corp. One, an Indiana Nonprofit Corporation (hereinafter referred to as "Grantor"), and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (hereinafter referred to as "Grantee").

REAL ESTATE

In consideration of the purchase price and on the terms, covenants, and conditions to be kept and performed by the respective parties, Grantor agrees to convey to Grantee a permanent easement over, across, and through real property situated in Elkhart County, State of Indiana, which easement area is more particularly described in the Easement document attached hereto as Exhibit 1, and the exhibits thereto.

The easement area is part of Parcel Numbers 20-11-27-301-040.000-014 and 20-11-27-301-019.000-014.

The easement is granted for bicycle and pedestrian recreational use by the public as a trail, greenway, or similar purpose, and for accessing and departing such, as well as for the construction, installation, and maintenance of the trailway surface and any directional signals and markings on the surface thereof; Grantor also grants Grantee the right to operate its emergency vehicles over, across, and through the easement area when such vehicles are dispatched to a call for services that necessitates the use of the easement area.

PURCHASE PRICE

Grantee agrees to pay and Seller agrees to accept as purchase price for the easement to be conveyed hereunder Grantee's payment of all professional expenses incurred by Grantor in the consummation of this Agreement, including Grantor's associated reasonable attorney's fees. Said amount shall be paid to Grantor within forty-five (45) days of invoicing of said expenses to Grantee.

EASEMENT DOCUMENT

Grantor shall deliver to Grantee a fully executed Easement, said Easement document attached hereto as Exhibit 1, within seven (7) days of execution of this Agreement.

POSSESSION OF EASEMENT

Possession and occupancy of the Easement will be effective upon delivery of the fully executed Easement.

WARRANTIES

Grantor warrants that Grantor has sufficient title to convey the described easement to Grantee. Grantor makes no warranty, express or implied that the real estate is suitable for any particular purpose. Grantee has made its own inspection of the easement area and relies solely upon Grantee's observation. Grantee does not rely upon any representation of Grantor or any agent of Grantor.

MISCELLANEOUS

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

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

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

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

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

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between the Grantor and Grantee.

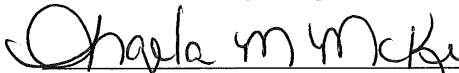
This agreement may be executed in any number of counterparts, any one of which shall be an original, but all of which together shall be one and the same instrument.

The undersigned represent and certify that they are duly authorized representatives of their entity and have been fully empowered to executed this agreement their entity's behalf.

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

GCS School Bldg. Corp. One

City of Goshen, Indiana



Gina M. Leichty, Mayor
City of Goshen, Indiana

By: Angela M. McKee

Its: President

Exhibit 1 – Easement Document

EASEMENT

GCS School Bldg. Corp. One, an Indiana Nonprofit Corporation, whose address is 613 E. Purl Street, Goshen, Indiana 46526, ("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 One Dollar (\$1.00) and other good and valuable consideration, an easement over, across, and through real property situated in Elkhart County, State of Indiana, described in Exhibit A attached hereto and made apart hereof, and depicted on the Easement Sketch attached hereto and made a part hereof as Exhibit B. (Hereinafter referred to as "Easement").

The Easement is part of Parcel Numbers 20-11-27-301-040.000-014 and 20-11-27-301-019.000-014. Grantor obtained title to the real property on which the Easement is located by Warranty Deed dated December 29, 2004 and Recorded December 29, 2004, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2004-43363.

The Easement is granted to the City for bicycle and pedestrian recreational use by the public as a trail, greenway, or similar purpose, and for accessing or departing such. Grantor grants City access to the Easement for the purposes of constructing, installing, and maintaining the trailway surface and for installing, operating, and maintaining directional signals and markings on the surface of the Easement. Grantor also grants to the City the right to operate its emergency vehicles over, across, and through the Easement when such vehicles are dispatched to a call for services that necessitates the use of the Easement. Grantor may use, occupy, and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

City shall construct a fence along the east and west boundaries of the Easement, install a gate along the Easement, and install and maintain landscaping in the easement area, all according to the plans attached hereto as Exhibit C. City is responsible for maintaining all improvements made to the Easement, specifically to include the trailway surface, fencing, gates, and landscaping. City shall promptly pay for or otherwise rectify any damage caused by City to the Easement or to Grantor's adjoining real property caused by the City's entry upon the Easement or adjoining real property.

The terms of this Easement shall run with the land and 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 Easement on _____, 2024.

GCS School Bldg. Corp. One

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____ as _____ of GCS School Bldg. Corp. One, 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.

Witness my hand and Notarial Seal this _____, 2024.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

ACCEPTANCE

The City of Goshen, Indiana, by its Board of Public Works and Safety, acknowledges the receipt of this Easement from GCS School Bldg. Corp. One and accepts the Easement on _____, 2024.

Gina M. Leichthy, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichthy, Mayor of the City of Goshen, 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 instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this _____, 2024.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, 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 (Donald R. Shuler).

Exhibit A – Legal Description

EXHIBIT "A"

Project: City of Goshen, Winona Trail
Parcel: 1 Trail Access and Maintenance Easement
Key No: 20-11-27-301-040.000-014

Sheet 1 of 2

A part of the Southwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat, marked Exhibit "B", described as follows: Commencing at the northwest corner of the Southwest Quarter of said Section; thence North 89 degrees 44 minutes 11 seconds East, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 611.13 feet along the north line of said Section to the northwest corner of that parcel of land described in Instrument No. 2000-22437, Elkhart County Recorder; thence South 0 degrees 51 minutes 09 seconds East 12.58 feet along the west line of said Instrument No.; thence North 89 degrees 02 minutes 11 seconds East 46.69 feet to the point of beginning of this description; thence North 89 degrees 02 minutes 11 seconds East 8.20 feet along the north line of the grantor's land; thence South 0 degrees 51 minutes 09 seconds East 10.10 feet; thence North 89 degrees 02 minutes 11 seconds East 32.07 feet to the northeast corner of the grantor's land on the west line of the Norfolk Southern Railway Company right of way line; thence South 0 degrees 54 minutes 49 seconds East 436.81 feet along the east line of the grantor's land; thence South 89 degrees 49 minutes 50 seconds West 40.40 feet; thence North 0 degrees 53 minutes 42 seconds West 446.36 feet to the point of beginning and containing 0.41 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2004-43363 and #2000-22437

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 1, 2024
Job Number: 2023-0292

EXHIBIT "A"

Project: City of Goshen, Winona Trail
Parcel: 1A Trail Access and Maintenance Easement
Key No: 20-11-27-301-019.000-014

Sheet 2 of 2

A part of the Southwest Quarter of Section 27, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Parcel Plat, marked Exhibit "B", described as follows: A strip of land 40 feet wide east and west (formerly the right of way of the Winona Railroad) located and adjacent to and immediately east of Lots One, Two, Three and Four in Sunny Acres Subdivision recorded in Plat Book 3, page 147, Elkhart County Recorder. Containing 0.37 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: Vol. 297, pg. 292 and DR 2004-43363

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: February 2, 2024
Job Number: 2023-0292

J:\Projects\2023 Projects\2023-0292\02_Survey\Easement Description\Parcel 1\2024-02-01 REVISED Parcel 1A
Esmt Exhibit A Legal Description.doc

Exhibit B – Easement Sketch

Parcel No: 1 and 1A
 Road: S.R. 15
 Sec: 27 Town: 36 N. Range: 6 E.

Easement Parcel Plat Exhibit "B"

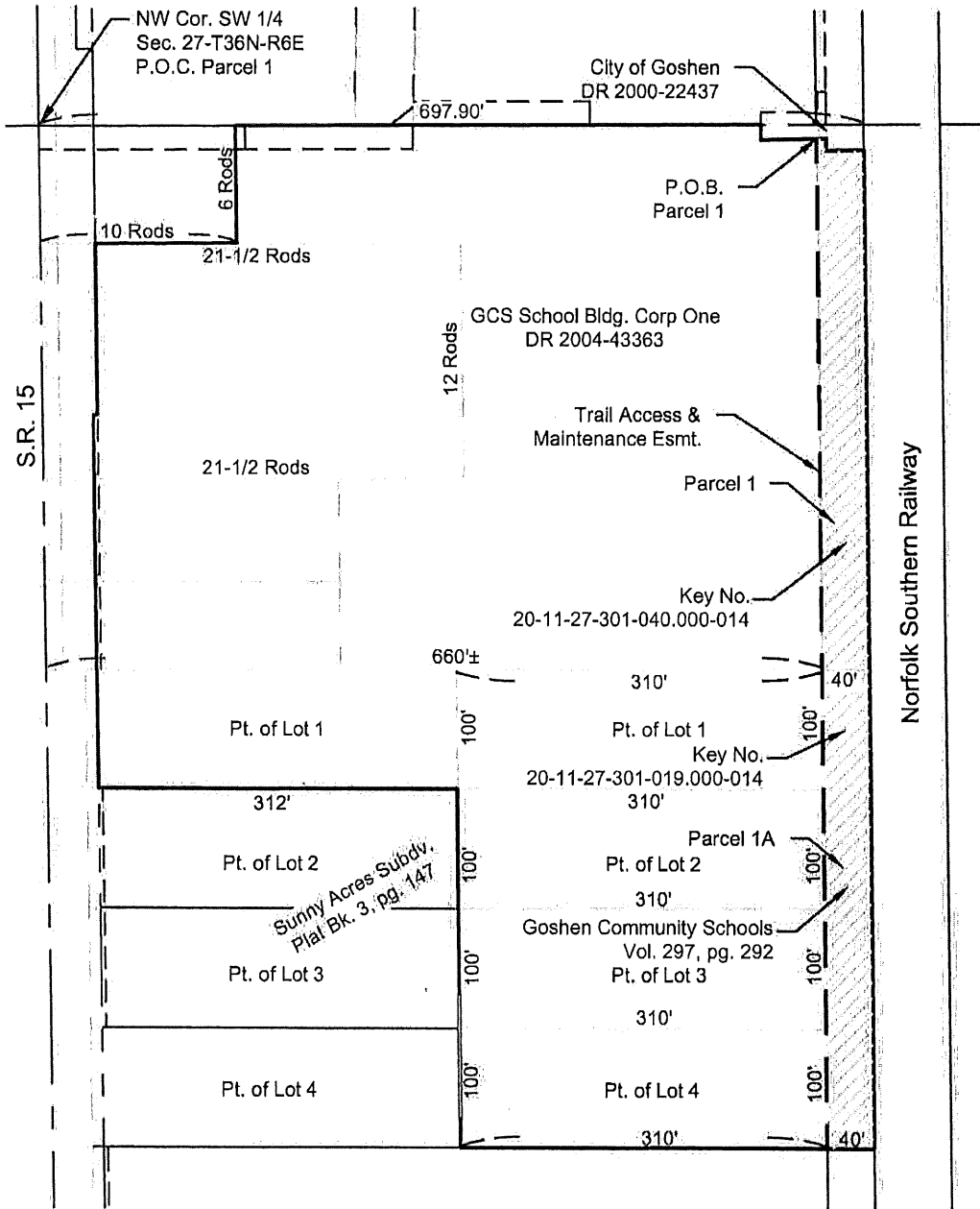
Job No: 2023-0292
 Drawn: jsb
 Checked: jsb
 County: Elkhart

Prepared for: City of Goshen
 Owner: See Below

 Hatched area is approximate easement.

Deed Rec.: See Below
 Key Number: See Below

This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey. Dimensions shown are from listed record documents.

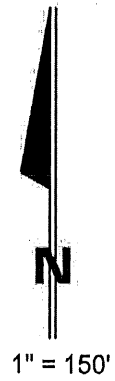


JSB 01/15/2024



South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522

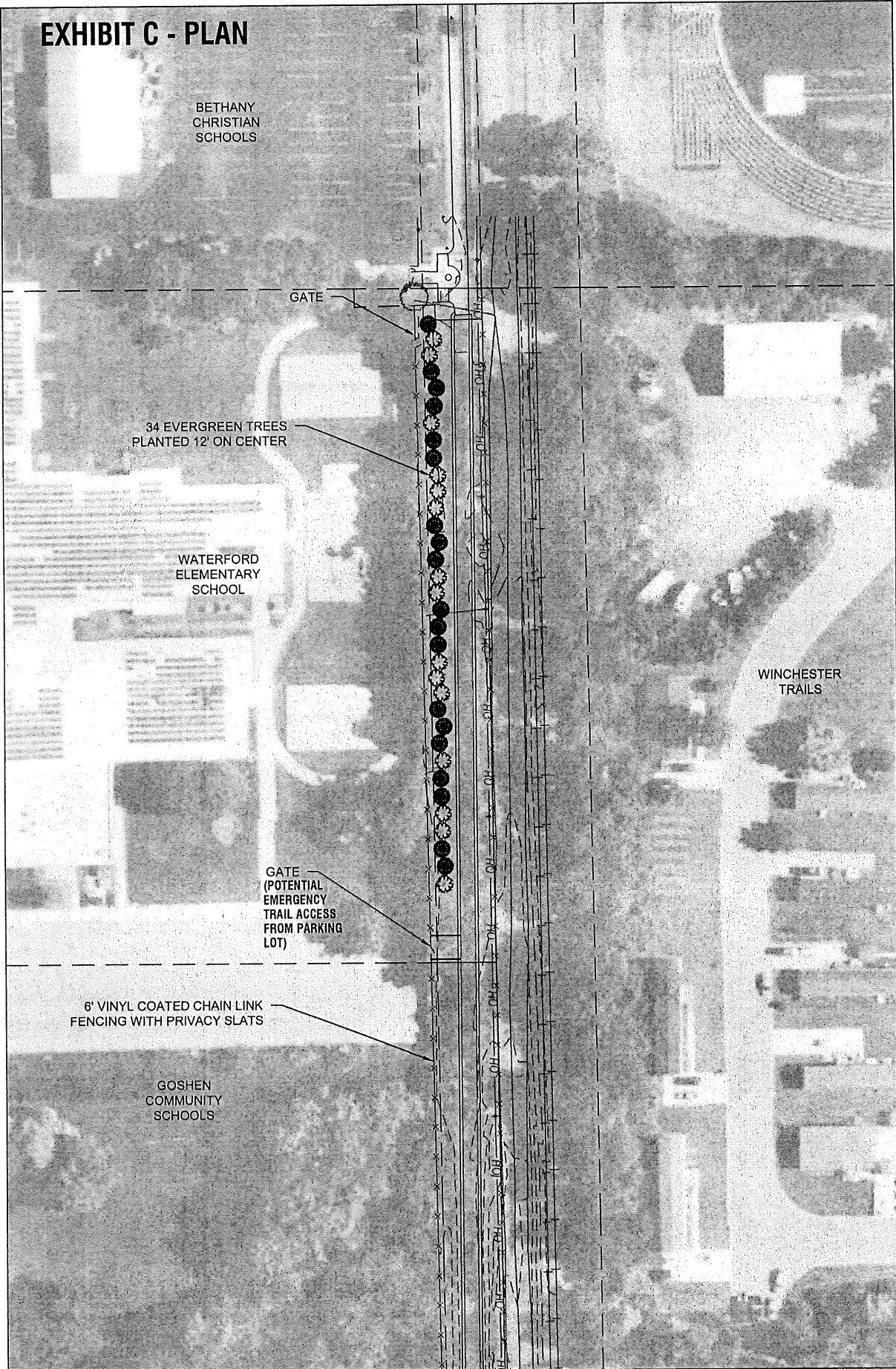
Notes:
 P.O.C. - Point of Commencement
 P.O.B. - Point of Beginning
 Dimensions shown herein are English.



File: J:\Projects\2023 Projects\2023-0292\02_Survey\Easement Description\Parcel 1\Parcel 1 Esmt Exhibit B.dwg Saved By: jrbarnes

Exhibit C – Depiction of Plans

EXHIBIT C - PLAN



File: J:\Projects\2023\Projects\2023-09-07_Design\1010\1010_12-0222_1605.dwg - Saved by jwh

WATERFORD ELEMENTARY SCHOOL

WINONA TRAIL EXTENSION

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JONES
PETRIE
RAFINSKI

South Bend, IN
p. 574.232.4380

Fort Wayne, IN
p. 263.422.2522

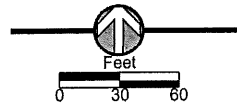
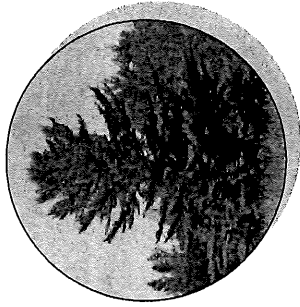
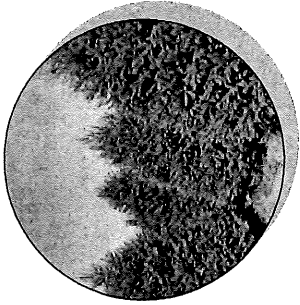


EXHIBIT C - CROSS SECTION

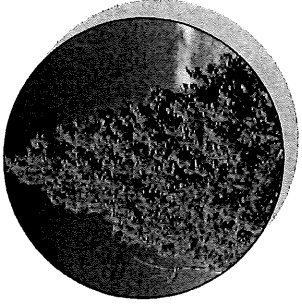
PROPOSED EVERGREEN SPECIES:



WHITE PINE

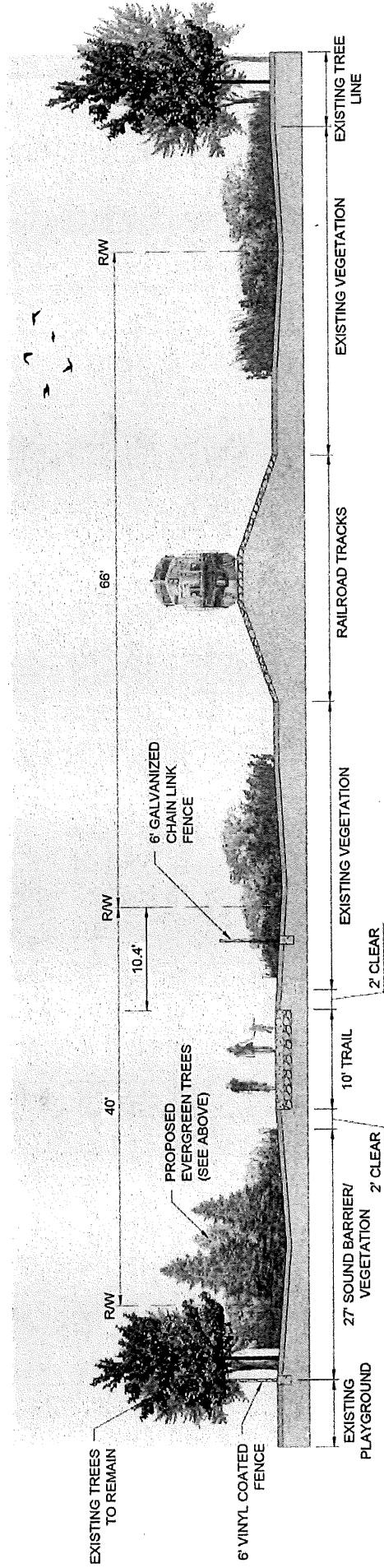


NORWAY SPRUCE



EASTERN RED CEDAR

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 Saved By: jhowe Plotted: 2024-01-04 11:10 AM



WINONA TRAIL EXTENSION

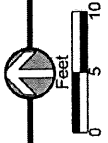
PROPOSED CROSS SECTION W / EVERGREENS

DRAWN BY: JH
 REVIEW BY: AC

CITY OF GOSHEN

DATE: 01/04/2024

JPR
 JONES
 PETRIE
 RAFINSKI
 Civil Engineers, Inc.
 1000 West 10th
 #200 GOSHEN, IN 46525





CITY OF GOSHEN LEGAL DEPARTMENT
Donald R. Shuler, Assistant City Attorney

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

donshuler@goshencity.com • www.goshenindiana.org
Phone (574) 537-3855 • Fax (574) 533-8626 • TDD (574) 534-3185

February 16, 2024

To: Board of Public Works and Safety

From: Don Shuler

RE: Resolution 2024-08 – Authorizing Amendment to Easement

The City has been working with Brunk Real Estate, LLC to amend a 1973 Easement over a portion of Brunk Real Estate, LLC's property at 803 Logan Street for maintenance, replacement, and operation of a storm drain. A building has been constructed over a portion for the easement. The City and Brunk Real Estate, LLC, following negotiation, has agreed to amend the easement to provide additional rights of entry to City for purposes of maintaining and repairing the storm drain located in the easement, as well as providing terms for the future replacement of the storm drain with a new proposed easement location. Resolution 2024-08 approves the Amendment to Easement document and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose.

Suggested Motion:

Move to adopt Resolution 2024-08, Authorizing Amendment to Easement.

**Goshen Board of Public Works and Safety
Resolution 2024-08**

Authorizing Amendment to Easement

WHEREAS, City of Goshen currently has an easement over a portion of 803 Logan Street for the purpose of installation, construction, maintenance, replacement, renewal, and operation of a storm drain, recorded on June 20, 1973 as Document No. 571286 in the Elkhart County Recorder's Office, said easement area more specifically described on Exhibit A to this Resolution;

WHEREAS, since the execution of the easement, a building has been constructed over a portion of the easement area;

WHEREAS, instruments, approved by counsel and City's Department of Stormwater Management, effecting an amendment to the easement between City and the subject property's current owner, Brunk Real Estate, LLC, acknowledging construction of the building, reaffirming City's easement rights, granting additional rights of entry to City, and providing terms for the future replacement of the storm drain with a new easement;

NOW THEREFORE, BE IT RESOLVED that Gina M. Leichty, Mayor of the City of Goshen, Indiana, is hereby authorized to execute on behalf of the City of Goshen, Indiana an Amendment to Easement agreement, as well as any other necessary documents to effectuate this transaction.

PASSED AND ADOPTED by the Goshen Board of Public Works and Safety on February 22, 2024.

Gina M. Leichty, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Orv Myers, Member

Barb Swartley, Member

Exhibit A – Legal Description

A strip of land fifteen feet in width, seven and one-half (7-1/2) feet on each side of the center line of said easement, said center line being described as follows: A part of the Southwest Quarter of Section 10, Township 36 North, Range 6 East, more particularly described as follows: Commencing at the Southerly line of Logan Street where it intersects the North-South center line of the aforesaid Section; thence North 56 degrees 11 minutes West along the Southerly line of Logan Street a distance of 731.10 feet; thence North zero degrees 31 minutes East 82.37 feet to an iron stake; thence North 44 degrees 20 minutes West 89.5 feet to an iron stake; at the place of beginning of this description; thence North 33 degrees 49 minutes East 326.54 feet to Rock Run Creek.

AMENDMENT TO EASEMENT

This Amendment to Easement (“Amendment”) is made on February _____, 2024, by and between Brunk Real Estate, LLC, an Indiana limited liability company, whose address is 803 Logan Street, Goshen, Indiana 46528 (“Grantor”) and 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.

Recitals:

WHEREAS, on May 31, 1973, Grantor’s predecessor in ownership interest in the real estate subject to this Amendment granted to City an easement for the purpose of installation, construction, maintenance, replacement, renewal, and operation of a storm drain, recorded on June 20, 1973 as Document No. 571286 in the Office of the Recorder of Elkhart County, Indiana (“1973 Easement”);

WHEREAS, since the execution of the 1973 Easement, a building has been constructed over a portion of the easement area;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Amendment:

The parties expressly acknowledge that a building has been constructed over a portion of the original easement area, said easement more particularly described in Exhibit A, attached hereto (“Easement Area”). Due to said construction, the parties agree that the rights contained in the 1973 Easement remain in effect with additional rights of entry granted to City to permit access to the storm drain easement as necessary due to the location of the constructed building over a portion of the Easement Area.

The City agrees not to require Grantor, its successors, assigns, or heirs, as well as any future property owner of the subject easement area (collectively, hereinafter the “Property Owner”), to

remove or relocate the building in connection with any repairs or maintenance work performed on the storm sewer pipe within the Easement Area. Any other improvements will need to be relocated or repaired at Property Owner's expense.

The parties acknowledge there are existing deficiencies in the storm sewer pipe in need of repair or correction. City will perform maintenance, repair, and otherwise address those deficiencies. Property Owner agrees to be responsible for any damage caused to Property Owner's building, improvements, or property due to the repair work undertaken by City.

When the City determines, in its sole and absolute discretion, that pipe maintenance and repair is no longer feasible and the drainage pipe needs to be relocated, the parties shall mutually agree as to the location of the relocated easement. It is contemplated that the location of the relocated easement will generally run on the south side of the current improvements on the property, either East or West or both, along Logan Street depending upon feasibility, until otherwise clear of all improvements; then the relocated easement will generally run northerly towards Rock Run Creek. It is understood and agreed that the exact location of the relocated easement will depend on feasibility studies to determine appropriate drainage and the mutual consent of the parties. Further, as it is understood that any future easement relocation may require the unimproved real estate located to the west and east of the Property Owner's current building, the parties agree that those areas shall not be developed or improved without the written consent of both parties, which consent shall not be unreasonably withheld, conditioned, or delayed. Once the relocated easement location is determined and agreed upon, the parties shall prepare a new easement agreement and the 1973 Easement and this Amendment shall be terminated. Property Owner shall be responsible for all costs associated with the construction of drainage facilities along the south side of the current improvements on the real estate along Logan Street. City shall be responsible for all costs associated with the construction of drainage facilities from the Logan Street right-of-way to Rock Run Creek.

Property Owner may use, occupy, and possess the Easement Area in a manner that is consistent with and does not interfere with City's rights contained in the 1973 Easement and this Amendment. Property Owner shall be responsible for any damage to the storm drain facilities caused by the construction, maintenance, or operation of the building over the Easement Area. Except for parts of the Easement Area where Property Owner's building has been constructed, City shall, after any repair and/or maintenance to the storm water facilities in the Easement Area, restore the real estate to substantially the same condition prior to said repair and/or maintenance.

The 1973 Easement and this Amendment shall run with the land and be binding upon and inure to the benefit of the heirs, assigns, and successors in interest of the parties.

Each of the individuals signing this Amendment on behalf of an entity hereby represents and warrants that he or she is duly authorized to sign this Amendment on behalf of that entity, that any and all conditions to the execution of the Amendment or to the effectiveness of the signing (e.g., and without limitation, any resolutions, meetings, or votes along with the consents or approvals of any

third party that may be required to make this Amendment fully effective) have been satisfied, and that, upon execution of this Amendment by all parties' signatories, the respective entity on whose behalf they are signing shall be bound by the terms and conditions of this Amendment.

This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The Easement is part of Parcel Number 20-11-10-331-001.000-015. Grantor obtained titled to the real property on which the Easement is located by an Affidavit in Aid of Title dated December 2, 2015 and Recorded December 3, 2015, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2015-24856. Grantor's predecessor in interest, Goshen Logan Holdings, LLC, obtained title to the real property on which the Easement is located by Warranty Deed dated August 11, 2015 and Recorded August 13, 2015, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2015-16519.

IN WITNESS WHEREOF, the undersigned has executed this Amendment on February ____, 2024.

Brunk Real Estate, LLC

City of Goshen, Indiana

By: _____

By: _____

Gina M. Leichty, Mayor

(printed name and title)

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared _____ as _____ of Brunk Real Estate, LLC, 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.

Witness my hand and Notarial Seal this _____, 2024.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichty, Mayor of the City of Goshen, Indiana, 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.

Witness my hand and Notarial Seal this _____, 2024.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Donald R. Shuler, Attorney No. 26587-71, 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 (Donald R. Shuler).

Exhibit A – Legal Description

A strip of land fifteen feet in width, seven and one-half (7-1/2) feet on each side of the center line of said easement, said center line being described as follows: A part of the Southwest Quarter of Section 10, Township 36 North, Range 6 East, more particularly described as follows: Commencing at the Southerly line of Logan Street where it intersects the North-South center line of the aforesaid Section; thence North 56 degrees 11 minutes West along the Southerly line of Logan Street a distance of 731.10 feet; thence North zero degrees 31 minutes East 82.37 feet to an iron stake; thence North 44 degrees 20 minutes West 89.5 feet to an iron stake; at the place of beginning of this description; thence North 33 degrees 49 minutes East 326.54 feet to Rock Run Creek.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

February 22, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Resolution to Authorize Special Purchase of Services for First-Aid and Safety Supplies and Equipment

Attached for the Board's approval and execution is Resolution 2024-01 Authorizing the Special Purchase of Services for First-Aid and Safety Supplies and Equipment from Cintas Corporation. The City has a unique opportunity to purchase these supplies and equipment at a savings to the City.

The Board of Public Works and Safety is being asked to execute Resolution 2024-01 approving this special purchase and authorizing Mayor Leichthy to execute the agreements.

Suggested Motion:

Approve and execute Resolution 2024-01 approving the special purchase of services for first-aid and safety supplies and equipment from Cintas Corporation and authorize Mayor Leichthy to execute the agreements.

RESOLUTION 2024-01

Authorizing the Special Purchase of Services for First-Aid and Safety Supplies and Equipment

WHEREAS the City through its purchasing agent may make a special purchase under Indiana Code § 5-22-10 without soliciting bids or proposals if it determines in writing the basis for the special purchase and the selection of a particular contractor.

WHEREAS, the City's current contract for first-aid and safety supplies and equipment was with Wildman, Inc. that previously provided services for uniform, floormat and facility maintenance supplies to the City. The agreement with that vendor and the City expired at the end of 2023.

WHEREAS, Cintas Corporation and the City are in a quantity purchase agreement (QPA #15709) with the State of Indiana to provide City with services for uniform, floormat and facility maintenance supplies.

WHEREAS, the City was made aware of Cintas Corporation being able to provide City with first-aid and safety supplies and equipment under a separate quantity purchase agreement also at a substantial savings to the City.

WHEREAS Indiana Code § 5-22-10-5 allows the City to make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the City.

WHEREAS, Mayor Leichty did execute agreements previously but no resolution ratifying those agreements were brought before this Board due to some necessary modifications needing to be made to the agreements by City Departments.

WHEREAS, Cintas Corporation has worked diligently to address all concerns and make all modifications the City Departments have requested.

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

(1) That the special purchase of first-aid and safety supplies and equipment made from Cintas Corporation at a substantial savings shall be authorized and allow Mayor Leichty to execute agreements.

(2) The contract records for the special purchase authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED by the Goshen Board of Public Works and Safety on February 22, 2024

Gina Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents, University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corp

Signature: Joe Cerni

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT



1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

- Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
- Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/>

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. Purchase Order Requirement.

- a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. Term. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. Confidentiality. "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. Property Rights.

- a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.
- b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

- c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

- a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties.** Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment.** This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum.**

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege.** The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations.** The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

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40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

- b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments.** University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services.** The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

- a. **Service: Frequency.** Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.
- b. **Scope and Limitations of Service.** With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services.** The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

- a. **Inspection.** Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.
- b. **Deficiencies.** REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

- c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.
- d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services.** As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

- a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO \$2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor.** As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Cintas Corp

Signature: Chris Kabourek

Signature: [Signature]

Printed Name: Chris Kabourek

Printed Name: Joe Cerni

Title: Senior VP | CFO

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 17:12 CDT

Date: 06/01/23 | 14:42 CDT



Notices to the University shall be sent to:

Notices to Supplier shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Accounts Payable Contact/ Billing Information



How should the Business Name read on the invoice? CITY OF GOSHEN - CENTRAL GARAGE

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? ATTACHED

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Carl Gaines

Account Payable Contact Phone #: 574-534-4268

Account Payable Email: carlgaines@goshencity.com

Payer Street Address: 320 Steury Ave

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46528

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To OR Portal/Third Party

Bill-To Street Address: 320 Steury Ave

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46528

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO#

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

NET TERMS: Cintas standard payment is due 30 days after receiving an invoice

*If other than net 30 is needed, please let us know. Please be aware, this will need to be reviewed and approved by Cintas prior to any services being rendered. Any account unable to provide positive credit results from Credit.net may be set up for Auto-Charge/Credit Card payments below.

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay

Date: 2/1/2024
Branch #: OG18

Order Confirmation

NOT AN INVOICE



Sold-to Name: City Of Goshen - Parks Department
 Sold-to Address: 524 E. Jackson St.
 City: Goshen St/Prov: IN ZIP/PC: 46528 Phone: 574-534-3003
 Contact Person: Tanya Heyde Email: tanyaheyde@goshencity.com
 ZNAT/ZREG: 9200002758 - Omnia Rep Name: Pranay Gaikwad C#: 1297276
 Matrix Account? YES NO Matrix Partner Name: _____ MAM Segment: Government (ZG)
 Service Frequency: 4 Weeks Bundle Sold: YES NO Bundle Type: Basic FA
 PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required Other: _____

QUANTITY	MATERIAL #	DESCRIPTION	UNIT PRICE	TOTAL
		Basic Bundle First Aid		
1			\$587.65	
1	15129	CINTAS 5 SHELF FIRST AID FILL	\$440.10	\$440.10
1	15119	CINTAS EMPTY 5 SHELF FA CABINET	\$0.00	\$0.00
1	250119	BODY FLUID CLEANUP KIT	\$20.55	\$20.55
1	pzv1fa03a	SGN FIRST AID VISI 6X9 ACRYLIC	\$13.17	\$13.17
1	280020	LENS/SCREEN WIPES 100/BX	\$10.07	\$10.07
1	572642	UNIVERSAL WIRE DISPENSER	\$6.16	\$6.16
0	20629	SINGLE UNIT BLEEDING CONTROL KIT	\$97.60	\$0.00
6	159	AED CHECKED	\$33.13	\$198.78
1	133441_sa	SD EYEWASH SERVICE AGREEMENT	\$95.76	\$95.76
8	21629	TRAUMA BAG, SMALL FULL	\$172.49	\$1,379.92
8	20629	SINGLE UNIT BLEEDING CONTROL KIT	\$97.60	\$780.80
	400	SERVICE CHARGE		N/A
			Your Estimated Total:	\$2,945.31

Delivery/Installation Instructions:

I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

I authorize Cintas to deliver the additional products or services listed on page 3 at the agreed upon pricing and delivery terms.

Customer Signature: _____ Date: 2/1/2024

Customer Name: Gina Leichty Title: Mayor

INTERNAL USE ONLY:

Sold-to # _____ Change ID: _____ Window Reset: YES NO Rental Acct: YES NO
 Payer # _____ Change ID: _____ Y1: _____
 Bill-to # _____ Change ID: _____ Install Route: 55 Service Route: 4
 # of Employees: _____ DC: _____

Confidential Information: This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.

Accounts Payable Contact/ Billing Information



How should the Business Name read on the invoice? CITY OF GOSHEN - STREETS DEPARTMENT

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes where can I get a copy of your tax-exempt form? ATTACHED

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: Tanya Heyde

Account Payable Contact Phone #: 574-534-3003

Account Payable Email: tanyaheyde@goshencity.com

Payer Street Address: 524 E Jackson St

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46528

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To OR Portal/Third Party

Bill-To Street Address: 524 E Jackson St

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46528

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO#

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

NET TERMS: Cintas standard payment is due 30 days after receiving an invoice

If other than net 30 is needed, please let us know. Please be aware, this will need to be reviewed and approved by Cintas prior to any services being rendered. Any account unable to provide positive credit results from Credit.net may be set up for Auto-Charge/Credit Card payments below.

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing, myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay

Cintas Combination First Aid and Safety Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): City of Goshen - Parks & Rec

Phone: 574-534-3003

Email: tanyaheyde@goshencity.com

Customer #:

Physical Address: 524 E. Jackson St. Goshen IN 46528

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	PRICE / UNIT	# OF UNITS	MONTHLY PRICE
THE SAFETY DIRECTOR® EYEWASH BUNDLE	\$ 95.76 /unit	1	\$ 95.76 /month
THE SAFETY DIRECTOR® EYEWASH UPGRADE	\$ /unit	0	\$ 0.00 /month
ONE-TIME WALL MOUNT INSTALLATION FEE (618333)	\$ 0.00 /unit	0	

AUTOMATED EXTERNAL DEFIBRILLATORS

AED DEVICE	CASE	PRICE PER UNIT	# OF UNITS	MONTHLY PRICE
<input type="checkbox"/> LIFELINE <input type="checkbox"/> LIFELINE VIEW	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
<input type="checkbox"/> ZOLL® AED PLUS® <input type="checkbox"/> ZOLL® AED 3	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
MEDICAL DIRECTION	<input type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™			
TRAINING	AHA HEARTSAVER™ FA/CPR/AED COURSE	\$ /CLASS		

By checking this box and initialing, Customer affirmatively opts out of the AED Services as defined in the AED Delivery Confirmation

Customer Initials _____

WATERBREAK®

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ /unit		\$ 0.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGES 2. CUSTOMER FURTHER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO EXECUTE A DELIVERY CONFIRMATION FOR EACH SERVICE REQUESTED BY CUSTOMER, BEFORE CINTAS INSTALLS THE PRODUCT(S) REQUESTED HEREUNDER. SUCH DELIVERY CONFIRMATION WILL INCLUDE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND AGREED TO BY CUSTOMER. THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS THAT HE OR SHE HAS ALL AUTHORITY NECESSARY TO BIND CUSTOMER TO ITS TERMS.

Authorized Signature: _____

Date: 02/01/2024

Printed Name: Gina Leichy

Title: Mayor

UNIVERSAL TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide Customer the Automatic External Defibrillator(s) ("Devices"). The Safety Director® Emergency Eyewash Station(s) ("Eyewash Stations") and the WaterBreak® Cooler Units ("Units") and collectively with the Devices, Eyewash Stations, related products, and services outlined herein, "Products" and individually a "Product" as selected by Customer, in accordance with the terms and conditions of this "Agreement". Customer shall select the Products desired by Customer on the pricing tables (each a "Pricing Table") shown on the first page of the Agreement. These Universal Terms and Conditions apply to all Products selected by Customer.

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). Any terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas. The Parties agree and acknowledge that Cintas will be Customer's exclusive provider of first aid and safety goods and services for every Customer location that lies within Cintas's normal operating service areas. By signing this Agreement, Customer agrees and acknowledges that Customer will execute a Delivery Confirmation ("Delivery Confirmation") for each service requested by Customer, before Cintas installs the Product(s) requested hereunder. Such Delivery Confirmation will include additional terms and conditions, which are hereby incorporated into this Agreement and agreed to by Customer.
- Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the first Product to the Customer, which shall be reflected in the first invoice from Cintas to Customer ("Initial Term"). This Agreement will renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the monthly price for use of the Products as shown in each Pricing Table ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of notice of the increase, which may be in the form of an invoice. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.
- Payment Terms; Credit.** Invoices shall be due within thirty (30) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may: (1) suspend the delivery of Products pending receipt of cash or satisfactory security from Customer; or (2) repossess the Products. If Customer fails to pay amounts due to Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees.
- Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at Cintas's nearest First Aid and Safety service office. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all Products are returned in good working order or Purchased at the Product's Replacement Cost (as defined below).
- DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT CINTAS DOES NOT MANUFACTURE THE DEVICES, EYEWASH STATIONS, OR UNITS AND THEREFORE ALL PRODUCTS WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PRODUCTS PURSUANT TO THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, AND OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
- LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
- Governing Law; Disputes.** This Agreement shall be governed by, and all disputes arising hereunder resolved in accordance with, the laws of the State of Ohio. Any dispute relating to this Agreement, other than an action for collection of fees owed to Cintas, shall be resolved by binding and final arbitration. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any dispute shall be Warren County, Ohio.
- Cintas not an Insurer.** Customer acknowledges and agrees that neither Cintas nor its representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the Products. Customer releases and waives all rights of recovery against Cintas by way of subrogation.
- RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE PRODUCT(S) OR SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
- LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
- Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike, work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government; or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
- Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation and is enforceable in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
- Assignment.** This Agreement cannot be assigned by the Customer without Cintas's written consent, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
- Entire Agreement; Amendments; Waiver; Severability.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer. No amendment of this Agreement is effective unless it is signed by Customer and Cintas. A waiver by either party of a breach of this Agreement will not constitute or be construed as a waiver of any subsequent breach of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion.
- Replacement Cost.** In the event any Product is lost, stolen, or damaged beyond repair, Customer will reimburse Cintas for Cintas's actual cost to replace such Product, which shall include the cost of the replacement Product, all necessary labor to install the replacement Product or remove the existing Product, and all other cost actually incurred by Cintas to replace such Product ("Replacement Cost"). The payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer agrees to make the Products available to Cintas for maintenance during the then-current term.
- Cancellation; Return of Product(s).** Customer may cancel the Agreement at any time with a 30-day advance written notification. If Customer terminates the Agreement prior to the end of the then-current term for any reason other than a material breach by Cintas or if Cintas terminates this Agreement for a material breach by Customer, Customer shall pay all remaining Monthly Service Charges owed through the end of the then-current term. Upon any such cancellation, or at the expiration of this Agreement, Cintas shall regain possession of the Product(s) in the same condition as originally delivered, ordinary wear and tear excepted, provided however that Customer shall have the option to purchase any Devices or Eyewash Stations for \$399 at the time of such cancellation or expiration. Customer acknowledges Cintas shall be entitled to repossess the Product(s) following cancellation or expiration of the Agreement and customer shall grant Cintas access to the Product(s) for such purpose.
- Scope and Limitations of AED Service.** In the event that Customer requests AED Product(s)/AED Services, the scope of Cintas's responsibilities under this Agreement is limited to delivering AED Product(s), performing AED Services as defined in the AED Delivery Confirmation, (unless Customer opted-out of the AED Services, in which case Cintas will not provide the AED Services) and providing access to third-party Medical Direction, as outlined in the AED Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Product(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Product is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer within a reasonable period of time following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement Device. If Customer opted-out of the AED Services, Cintas has no liability of any kind in relation to, and Customer agrees to defend, indemnify, and hold Cintas harmless against, all liabilities and claims of any kind including losses or damages to person or property (including death) caused in connection with or arising from the AED Product(s).
- Scope and Limitations of Eyewash Service.** In the event that Customer requests Eyewash Product(s)/Eyewash Service, the scope of Cintas's responsibilities under this Agreement is limited to delivering the Eyewash Product(s) and performing Eyewash Service as defined in the Eyewash Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of Eyewash Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the Eyewash Product(s) between Cintas's periodic Eyewash Service visits. Customer further acknowledges that it bears sole responsibility for ensuring that Eyewash Product(s) and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. Customer expressly acknowledges that the status of the Eyewash Product(s) can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status, including but not limited to any change in signage.
- Installation.** Customer acknowledges it is responsible for designating the location that the Products will be installed in Customer's property and ensuring all necessary access, including electrical and plumbing, is available. Cintas may choose not to install Products if technical issues are encountered or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface(s), including but not limited to, patching, covering, painting or texturing work. Further, at the end of the Agreement, Cintas shall not be responsible for any repairs necessitated by the removal of the Products, including but not limited to, patching, covering, painting or texturing work.

For full terms and conditions including delivery terms and conditions please go to <https://www.cintas.com/firstaidsafety/fas-universal-agreement/>

Date: 2/1/2024
Branch #: 0G18

Order Confirmation



NOT AN INVOICE

Sold-to Name: City Of Goshen - Waste Water
 Sold-to Address: 308 N. 5th Street
 City: Goshen St/Prov: IN ZIP/PC: 46528 Phone: 574-534-3804
 Contact Person: Jim Kerezman Email: jimkerezman@goshencity.com
 ZNAT/ZREG: 9200002758 - Omnia Rep Name: Pranay Gaikwad C#: 1297276
 Matrix Account? YES NO Matrix Partner Name: MAM Segment: Government (ZG)
 Service Frequency: 4 Weeks Bundle Sold: YES NO Bundle Type: Basic FA
 PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required Other:

QUANTITY	MATERIAL #	DESCRIPTION	UNIT PRICE	TOTAL
1		Basic Bundle First Aid	\$587.65	
1	15129	CINTAS 5 SHELF FIRST AID FILL	\$440.10	\$440.10
1	15119	CINTAS EMPTY 5 SHELF FA CABINET	\$0.00	\$0.00
1	250119	BODY FLUID CLEANUP KIT	\$20.55	\$20.55
1	pzv1fa03a	SGN FIRST AID VISI 6X9 ACRYLIC	\$13.17	\$13.17
1	280020	LENS/SCREEN WIPES 100/BX	\$10.07	\$10.07
1	572642	UNIVERSAL WIRE DISPENSER	\$6.16	\$6.16
1	20629	SINGLE UNIT BLEEDING CONTROL KIT	\$97.60	\$97.60
1	133441_SA	Eye Wash Service Agreement Bundle	\$95.76	\$95.76
2	618718	Annual Plumbed Eye Wash Inspection	\$47.30	\$94.60
2	618715	Routine Plumbed Inspection - Quarterly	\$14.19	\$28.38
	400	SERVICE CHARGE		N/A

Your Estimated Total: \$806.39

Delivery/Installation Instructions:

No One On site after 2PM Call ahead and ask for Tracie 574-534-4102 or Charlie 574-534-5901

I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

I authorize Cintas to deliver the additional products or services listed on page 3 at the agreed upon pricing and delivery terms.

Customer Signature: _____ Date: 2/1/2024

Customer Name: Gina Leichty Title: Mayor

INTERNAL USE ONLY:

Sold-to # _____ Change ID: _____ Window Reset: YES NO Rental Acct: YES NO
 Payer # _____ Change ID: _____ Y1: _____
 Bill-to # _____ Change ID: _____ Install Route: 55 Service Route: 4
 # of Employees: _____ DC: _____

Confidential Information: This document contains information confidential and proprietary to Cintas Corporation and is the sole property of Cintas Corporation. This document and information contained herein may not be used, disclosed, distributed or reproduced for any purpose, without the prior written authorization of Cintas Corporation and those so authorized may only use the information consistent with the authorization. Reproduction of any section of this document or any attachments hereto must include this legend.

Accounts Payable Contact/ Billing Information



How should the Business Name read on the invoice? CITY OF COSHEN - WASTE WATER DEPARTMENT

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? ATTACHED

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information

Account Payable Contact Name: John Kerney

Account Payable Contact Phone #: 774-613-4003

Account Payable Email: John.Kerney@coshen.ny.us

Payer Street Address: 13 N Main Street

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46525

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To OR Portal/Third Party

Bill To Street Address: 13 N Main Street

City: GOSHEN

ST/PROV: IN

ZIP/PC: 46525

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO#

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

NET TERMS: Cintas standard payment is due 30 days after receiving an invoice

If other than net 30 is needed, please let us know. Please be aware, this will need to be reviewed and approved by Cintas prior to any services being rendered. Any account unable to provide positive credit results from Credit.net may be set up for Auto-Charge/Credit Card payments below.

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device.

Do not send information about Online Bill Pay

Cintas Combination First Aid and Safety Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): City of Goshen - Waste Water Department

Phone: 574-534-3804

Email: jimkerezman@goshencity.com

Customer #:

Physical Address: 1000 W. Wilden Ave Goshen IN 46528

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	PRICE / UNIT	# OF UNITS	MONTHLY PRICE
THE SAFETY DIRECTOR® EYEWASH BUNDLE	\$ 95.76 /unit	1	\$ 95.76 /month
THE SAFETY DIRECTOR® EYEWASH UPGRADE	\$ /unit	0	\$ 0.00 /month
ONE-TIME WALL MOUNT INSTALLATION FEE (618333)	\$ 0.00 /unit	0	

AUTOMATED EXTERNAL DEFIBRILLATORS

AED DEVICE	CASE	PRICE PER UNIT	# OF UNITS	MONTHLY PRICE
<input type="checkbox"/> LIFELINE <input type="checkbox"/> LIFELINE VIEW	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
<input type="checkbox"/> ZOLL® AED PLUS® <input type="checkbox"/> ZOLL® AED 3	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	\$ /unit		\$ 0.00 /month
MEDICAL DIRECTION	<input type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™			
TRAINING	AHA HEARTSAVER™ FA/CPR/AED COURSE	\$ /CLASS		

By checking this box and initialing, Customer affirmatively opts out of the AED Services as defined in the AED Delivery Confirmation

Customer Initials 

WATERBREAK®

COOLER UNIT DESCRIPTION	MONTHLY FEE/UNIT	# OF UNITS	TOTAL MONTHLY PAYMENT
FREESTANDING	\$ /unit		\$ 0.00 /month
COUNTERTOP	\$ /unit		\$ 0.00 /month

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON PAGES 2. CUSTOMER FURTHER AGREES AND UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, CUSTOMER AGREES TO EXECUTE A DELIVERY CONFIRMATION FOR EACH SERVICE REQUESTED BY CUSTOMER, BEFORE CINTAS INSTALLS THE PRODUCT(S) REQUESTED HEREUNDER. SUCH DELIVERY CONFIRMATION WILL INCLUDE ADDITIONAL TERMS AND CONDITIONS, WHICH ARE HEREBY INCORPORATED INTO THIS AGREEMENT AND AGREED TO BY CUSTOMER. THE PERSON SIGNING THIS AGREEMENT ON BEHALF OF CUSTOMER EXPRESSLY REPRESENTS AND WARRANTS THAT HE OR SHE HAS ALL AUTHORITY NECESSARY TO BIND CUSTOMER TO ITS TERMS.

Authorized Signature:

Date: 02/01/2024

Printed Name: Gina Leichy

Title: Mayor

UNIVERSAL TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide Customer the Automatic External Defibrillator(s) ("Devices"), The Safety Director® Emergency Eyewash Station(s) ("Eyewash Stations") and the WaterBreak® Cooler Units ("Units") and collectively with the Devices, Eyewash Stations, related products, and services outlined herein, "Products" and individually a "Product" as selected by Customer, in accordance with the terms and conditions of this ("Agreement"). Customer shall select the Products desired by Customer on the pricing tables (each a "Pricing Table") shown on the first page of the Agreement. These Universal Terms and Conditions apply to all Products selected by Customer.

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). Any terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas. The Parties agree and acknowledge that Cintas will be Customer's exclusive provider of first aid and safety goods and services for every Customer location that lies within Cintas's normal operating service areas. By signing this Agreement, Customer agrees and acknowledges that Customer will execute a Delivery Confirmation ("Delivery Confirmation") for each service requested by Customer, before Cintas installs the Product(s) requested hereunder. Such Delivery Confirmation will include additional terms and conditions, which are hereby incorporated into this Agreement and agreed to by Customer.
- Term; Renewal; Charges.** The initial term of this Agreement is 36 months, commencing on the delivery date of the first Product to the Customer, which shall be reflected in the first invoice from Cintas to Customer ("Initial Term"). This Agreement will renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the monthly price for use of the Products as shown in each Pricing Table ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of notice of the increase, which may be in the form of an invoice. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.
- Payment Terms; Credit.** Invoices shall be due within thirty (30) days of invoice date unless otherwise stated. If, in Cintas's opinion, Customer's credit becomes unsatisfactory, Cintas may: (1) suspend the delivery of Products pending receipt of cash or satisfactory security from Customer; or (2) repossess the Products. If Customer fails to pay amounts due to Cintas, Customer agrees to pay all reasonable costs of collection incurred by Cintas, including reasonable attorneys' fees.
- Quality of Services.** Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at Cintas's nearest First Aid and Safety service office. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement provided all Products are returned in good working order or Purchased at the Product's Replacement Cost (as defined below).
- DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT CINTAS DOES NOT MANUFACTURE THE DEVICES, EYEWASH STATIONS, OR UNITS AND THEREFORE ALL PRODUCTS WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCTS AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN CONNECTION WITH THE PRODUCTS PURSUANT TO THIS AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT, AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTIES ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, AND OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
- LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
- Governing Law; Disputes.** This Agreement shall be governed by, and all disputes arising hereunder resolved in accordance with, the laws of the State of Ohio. Any dispute relating to this Agreement, other than an action for collection of fees owed to Cintas, shall be resolved by binding and final arbitration. EACH PARTY ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any dispute shall be Warren County, Ohio.
- Cintas not an insurer.** Customer acknowledges and agrees that neither Cintas nor its representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the Products. Customer releases and waives all rights of recovery against Cintas by way of subrogation.
- RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE PRODUCT(S) OR SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. Cintas reserves the right to select counsel to represent it in any such action.
- LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.
- Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God, act of omission of civil or military authority, fire, flood, pest, epidemic, earthquake, volcanic activity, quarantine restriction, labor dispute (e.g. lockout, strike, work stoppage or slowdown), embargo, war, riot, unusually severe weather, accidents, political strife, act of terrorism, delay in transportation, compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof, or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
- Authority to Execute Agreement.** Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation and is enforceable in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
- Assignment.** This Agreement cannot be assigned by the Customer without Cintas's written consent, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
- Entire Agreement; Amendments; Waiver; Severability.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer. No amendment of this Agreement is effective unless it is signed by Customer and Cintas. A waiver by either party of a breach of this Agreement will not constitute or be construed as a waiver of any subsequent breach of this Agreement. The invalidity or unenforceability of any portion of this Agreement shall not affect the validity or enforceability of any other portion.
- Replacement Cost.** In the event any Product is lost, stolen, or damaged beyond repair, Customer will reimburse Cintas for Cintas's actual cost to replace such Product, which shall include the cost of the replacement Product, all necessary labor to install the replacement Product or remove the existing Product, and all other cost actually incurred by Cintas to replace such Product ("Replacement Cost"). The payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. Customer agrees to make the Products available to Cintas for maintenance during the then-current term.
- Cancellation; Return of Product(s).** Customer may cancel the Agreement at any time with a 30-day advance written notification. If Customer terminates the Agreement prior to the end of the then-current term for any reason other than a material breach by Cintas or if Cintas terminates this Agreement for a material breach by Customer, Customer shall pay all remaining Monthly Service Charges owed through the end of the then-current term. Upon any such cancellation, or at the expiration of this Agreement, Cintas shall regain possession of the Product(s) in the same condition as originally delivered, ordinary wear and tear excepted, provided however that Customer shall have the option to purchase any Devices or Eyewash Stations for \$399 at the time of such cancellation or expiration. Customer acknowledges Cintas shall be entitled to repossess the Product(s) following cancellation or expiration of the Agreement and customer shall grant Cintas access to the Product(s) for such purpose.
- Scope and Limitations of AED Service.** In the event that Customer requests AED Product(s)/AED Services, the scope of Cintas's responsibilities under this Agreement is limited to delivering AED Product(s), performing AED Services as defined in the AED Delivery Confirmation, (unless Customer opted-out of the AED Services, in which case Cintas will not provide the AED Services) and providing access to third-party Medical Direction, as outlined in the AED Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Product(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Product is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer within a reasonable period of time following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement Device. If Customer opted-out of the AED Services, Cintas has no liability of any kind in relation to, and Customer agrees to defend, indemnify, and hold Cintas harmless against, all liabilities and claims of any kind including losses or damages to person or property (including death) caused in connection with or arising from the AED Product(s).
- Scope and Limitations of Eyewash Service.** In the event that Customer requests Eyewash Product(s)/Eyewash Service, the scope of Cintas's responsibilities under this Agreement is limited to delivering the Eyewash Product(s) and performing Eyewash Service as defined in the Eyewash Delivery Confirmation. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard, monitoring the water temperature, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of Eyewash Product(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the Eyewash Product(s) between Cintas's periodic Eyewash Service visits. Customer further acknowledges that it bears sole responsibility for ensuring that Eyewash Product(s) and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. Customer expressly acknowledges that the status of the Eyewash Product(s) can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status, including but not limited to any change in signage.
- Installation.** Customer acknowledges it is responsible for designating the location that the Products will be installed in Customer's property and ensuring all necessary access, including electrical and plumbing, is available. Cintas may choose not to install Products if technical issues are encountered or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surfaces, including but not limited to, patching, covering, painting or texturing work. Further, at the end of the Agreement, Cintas shall not be responsible for any repairs necessitated by the removal of the Products, including but not limited to, patching, covering, painting or texturing work.

For full terms and conditions including delivery terms and conditions please go to <https://www.cintas.com/firstaidsafety/fas-universal-agreement/>

Plumbed Eyewash/Shower Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): City of Goshen - Waste Water Department

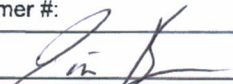
Service Start Date: 02/01/2024

Billing Address: 1000 W. Wilden Ave. Goshen, IN 46528

Customer #:

Phone: 574-534-3804

Email: Jimkerezman@goshencity.com



TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid and Safety ("Cintas") will provide customer set forth above (the "Customer") with services specifically identified herein (the "Agreement"). The services to be provided will consist of those outlined in Paragraph 4 and will be performed on Customer's plumbed eyewash stations, facewash stations, and emergency showers as identified in Exhibit A (the "Equipment"). The services will be rendered in the quantity and for the price set forth below. This Agreement does not cover services Cintas may provide to Customer relating to gravity-fed eyewash stations.

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)
PLUMBED EYEWASH STATION	2	\$ 47.30 /unit	\$ 94.60	\$ 14.19	\$ 28.38	<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input checked="" type="checkbox"/> quarterly
PLUMBED EMERGENCY SHOWER		\$ /unit	\$	\$	\$	<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
PLUMBED COMBINATION UNIT		\$ /unit	\$	\$	\$	<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly

- Parties and Acknowledgment.** This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.
- Term, Renewal, Charges, Termination.** The initial term of this Agreement is 12 months, commencing on the Service Start Date written above ("Initial Term"). This Agreement shall be renewed automatically for succeeding terms of 12 months (each a "Renewal Term"). Either Party may terminate this Agreement during the Initial Term or any Renewal Term upon 30 days' advance written notice to the other Party, provided, however, that if Customer terminates this Agreement during the Initial Term, Customer shall pay a cancellation fee of \$25.00 each per piece of Equipment. Customer acknowledges that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.
- Inspection, Testing, and Maintenance.** Customer acknowledges that it is required to have its emergency eye wash stations and shower equipment, including but not limited to plumbed eyewash stations, plumbed emergency showers, plumbed facewash stations, plumbed combination eyewash/shower and combination facewash/shower units, inspected, tested, and/or maintained ("ITM") in accordance with American National Standard ("ANSI") and/or applicable occupational health and safety legislation ("OSHA"), guidelines, requirements and manufacturer instructions. Customer agrees that Cintas has no obligation to: (a) notify Customer of any ITM that should or must be performed under ANSI guidelines, OSHA guidelines, manufacturer recommendations, or any other regulation or guideline, or (b) perform any such ITM for Customer or (c) ensure that the Equipment is installed, operated, inspected and maintained in accordance with the manufacturer's instructions. Rather, Cintas is agreeing only to provide the scope of services specifically outlined in Section 4.
- Scope and Limitations of Service.** The scope of Cintas's responsibilities under this Agreement is limited to performing the services identified below on the specified Equipment. Cintas does not perform any design, manufacture, installation, positioning, certification, training, plumbing or any other service in connection with the Equipment or this Agreement. Customer acknowledges that it bears sole responsibility for ensuring that its Equipment satisfies all ANSI and/or OSHA and other applicable requirements, including that the Equipment is properly designed and installed, determining the Equipment is adequate for the purpose(s) intended. Furthermore, Customer expressly acknowledges that the status of Equipment can change at any time subsequent to a service visit by Cintas and that Cintas is not responsible or liable for any such change in status. Customer further acknowledges that it has sole responsibility for ensuring that periodic ITM is done on the Equipment, including, but not limited to: (a) weekly activation of the Equipment to verify operation and ensure that flushing fluid is available, (b) ensuring that Equipment is properly protected from freezing, (c) ensuring that Equipment tubing or piping is free from obstructions and properly cleaned and/or maintained, (d) performing certain periodic inspections of the Equipment, and (e) that the Equipment is at all times free of obstructions to access. Cintas has no liability for any work performed by any other vendor on the Equipment at any time. Cintas is not responsible for any Equipment or components thereof that may require repair or replacement due to age, fatigue, or wear that occurs during or results from a service visit. Customer acknowledges and agrees that Cintas is not performing a hazard assessment and will not determine whether Equipment exists on the same level as a hazard or is accessible within 10 seconds of any given hazard. If Customer has selected the "Annual Service", Cintas will perform the services outlined below in Section 4. a. to 4. j. once per piece of Equipment ("Annual Service"). If Customer has selected "Routine Service", Cintas will perform the Annual Service during first service visit of the Initial Term and the first service visit of each Renewal Term. After completing the Annual Service for the then-current term, Cintas will perform the services outlined below in Sections 4 a. to 4. d. approximately once a quarter, month, or week (depending upon the frequency selected by the customer above) for the remainder of the then-current term ("Routine Service"). If customer selects quarterly frequency, each Routine Service will be performed within 115 days following the prior Annual or Routine Service. If customer selects monthly frequency, each Routine Service will be performed within 45 days following the prior Annual or Routine Service. If customer selects weekly frequency, each Routine Service will be performed within 10 days following the prior Annual or Routine Service.
 - On Eyewash Stations and Showers, confirm they are identified by a sign;
 - On Eyewash Stations, confirm both nozzles are covered from airborne contaminants;
 - On Eyewash Stations and Showers, confirm water flows continuously from both nozzles (eyewash) and from shower head;
 - On Eyewash Stations and Showers, open valve and confirm it opens in 1 second or less and stays open without use of hands;
 - On Eyewash Stations and Showers, confirm water temperature falls between 60°F and 100°F (16° and 38°C);
 - On Eyewash Stations, confirm the top of the water spray height falls between 33" and 53" above floor;
 - On Showers, confirm that shower head is situated between 82" and 96" above floor height;
 - On Eyewash Stations, confirm the water flow delivers .4 gallons per minute; and
 - On Showers, confirm that water flow delivers 20 gallons per minute.
- Quality of Services.** Cintas will deliver quality Annual and Routine Service. Any complaints about the quality of Cintas's service not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager. If Cintas then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this Agreement.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE.

Customer Signature:

Date: 02/1/2024

Customer Name: Gina Leichty

Title: Mayor

TERMS AND CONDITIONS (CONT.)

6. **Deficiencies and Impairments.** Customer agrees that Cintas's observation of deficiencies or impairments and/or suggestions or recommendations for correction in no way suggests or implies that a design review was performed or that other Equipment deficiencies or impairments do not exist. In the event Cintas notes a deficiency or impairment, Cintas will communicate the deficiency or impairment at time of service. Customer acknowledges that it is solely responsible for making sure any deficiencies or impairments noted are corrected immediately, and Cintas has no liability for Customer's failure to do so.
7. **Knowledge and Access to Equipment and Premises.** As Customer has superior and/or sole knowledge of its premises and Equipment, it shall provide Cintas with complete written documentation of the building's layout and the location of the Equipment within the building. Upon execution of this Agreement, Customer shall determine which Equipment shall be serviced under this Agreement and Cintas will place a barcode on or near each piece of Equipment Customer identifies. The number of barcodes issued by Cintas will correspond to the total number of Equipment captured on the first page of this Agreement. Cintas shall not service any Equipment that is not issued a barcode. Customer shall provide Cintas with access to all areas of the premises necessary for Cintas to perform the services. Customer bears the sole risk of loss for any loss, injury, or damages resulting from or related in any way to Customer's failure to produce such written documentation and/or provide necessary access.
8. **Prevailing Wage/Living Wage.** Customer understands and acknowledges individuals who provide services under this Agreement could be entitled to receive prevailing wages, living wages, or other minimum wages and/or benefits established by law ("Wage Statutes"). Customer understands and agrees that Customer is in sole possession and knowledge of the facts and circumstances necessary to make a determination as to whether any or all services provided under this Agreement are subject to any Wage Statutes. Accordingly, Customer agrees that it has the sole responsibility to determine whether the Agreement is subject to any Wage Statutes and that it will inform Cintas of this fact in writing prior to the Parties' execution of the Agreement. In the event that Customer fails to notify Cintas in writing that the Agreement is subject to a Wage Statute and either Cintas or any federal, state, or local authority determines that the services provided under the Agreement are subject to a Wage Statute, Customer agrees that it will pay Cintas all additional sums necessary to raise all wages and benefits covered by the applicable Wage Statute(s) for those individuals providing such services to Customer under the Agreement to the minimum levels required by the applicable Wage Statute(s), and Customer agrees that it will defend and indemnify Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority for Cintas's failure to satisfy any such Wage Statute, as well as Cintas's costs and attorneys' fees incurred in responding to or defending against any such claim.
9. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS AGREEMENT.**
10. **LIMITATION OF CINTAS'S LIABILITY; LIQUIDATED DAMAGES.** Customer acknowledges that Cintas's service fees are based on the value of services provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of any inspected Equipment or services to work as intended. **IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY (INCLUDING DEATH), OR DAMAGES OF ANY KIND THAT ARISES OUT OF RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVES' COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000 AS LIQUIDATED DAMAGES.** If Customer wishes to increase the limitation of liability, Customer may, as of right, enter into a supplemental agreement with Cintas to obtain a higher limit by paying an additional amount consistent with the increase in liability. **CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE SERVICES TO CUSTOMER AT THE PRICES SET FORTH IN THIS AGREEMENT.** Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity; provided that the foregoing limitation shall not apply to indemnification for a third party claim pursuant to Section 14.
11. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire, flood, pest; epidemic, earthquake, volcanic activity, quarantine restriction, labor dispute (e.g. lockout strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife, act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof, or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
12. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
13. **Disputes.** Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. **EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING.** The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio. Notice of service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the Customer at the address identified in this Agreement or to Cintas at the local Cintas First Aid and Safety location. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas prevails on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
14. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.**
15. **Cintas is Not an Insurer.** Customer understands and agrees that protection for the above-referenced costs, expenses, losses and damages is Customer's sole responsibility and that it is Customer's responsibility to obtain and maintain insurance coverage for such costs, expenses, losses and damages. Customer releases and waives all rights of recovery against Cintas by way of subrogation.
16. **LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.**
17. **Updated Terms and Conditions and Policies.** Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees that its continued request for service pursuant to this Agreement and/or use and/or acceptance of the services provided under this Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
18. **Notices.** Any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the local First Aid & Safety location, or at such other address as such party may provide in writing to the other party. Any such notice shall be effective upon the receipt thereof.
19. **Authority to Execute Agreement.** Each party represents and warrants to the other party that: (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
20. **Assignment.** This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns.
21. **Entire Agreement; Modifications.** This Agreement contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control.



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety and Stormwater Board

FROM: Jeffery Weaver, CPA, Deputy Clerk-Treasurer

RE: Outstanding Warrants

DATE: February 22, 2024

Attached are lists of outstanding warrants from the City Clerk-Treasurer's office and the City Utilities office that are dated on or before December 31, 2021. Pursuant to IC 5-11-10.5-3 through 5, we request permission to void the attached warrants and record receipts back into the funds from which they were drawn.

Schedule A reflects the Utilities Accounts Payable through December 31, 2021, totaling \$2,559.73.

Schedule B reflects the City outstanding warrants through December 31, 2021, totaling \$2,657.29.

Requested Motion:

Move to allow the Clerk-Treasurer's Office and Utilities Office to void \$5,217.02 in outstanding warrants dated on or before December 31, 2021.

CITY OF GOSHEN, INDIANA

SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2021

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/6/2020	71120	BOUSSART CRUZ, BELEN	\$ 12.32	601-Water
1/11/2021	73801	HAND, JOHN	31.18	601-Water
1/11/2021	73812	LAMB, BILLY	3.00	601-Water
1/11/2021	73868	HARTMAN, GENE A	59.28	601-Water
1/25/2021	73930	SHELTER INSURANCE	34.47	601-Water
1/25/2021	73932	BLEVINS, JOSHUA	6.47	601-Water
1/25/2021	73966	UNITED WAY OF ELKHART COUNTY	20.00	601-Water
1/26/2021	73973	UNITED WAY OF ELKHART COUNTY	20.00	601-Water
2/8/2021	74019	HOLLAND, ASHLEY N	51.47	601-Water
2/8/2021	74097	REED, PATRICIA J	1.81	601-Water
2/8/2021	74102	CHOICE HOMES	5.73	601-Water
2/15/2021	74132	LICHTI, NATHAN D C	80.00	601-Water
2/15/2021	74133	HOSKINS-, MICHAEL A	60.00	601-Water
2/15/2021	74134	GOSHEN HOUSING CENTE	40.00	601-Water
2/15/2021	74135	MARK SERAFIN	80.00	601-Water
2/15/2021	74136	TELLEZ, EDGARD SORIA	44.21	601-Water
2/15/2021	74137	DOOLEY, BILLY J JR	5.75	601-Water
2/15/2021	74139	HELMUTH, MICHAEL	30.05	601-Water
2/22/2021	74148	HEYLIGER-MARRER, BRE	43.95	601-Water
3/29/2021	74414	COLLINS, MARC A	6.01	601-Water
4/12/2021	74484	TELSWORTH, SETH M	40.53	601-Water
4/12/2021	74486	LARSON, CLAIRE	9.95	601-Water
4/19/2021	74544	HERNANDEZ, DIANA	4.86	601-Water
4/19/2021	74545	MURO, JUAN DE DIOS	30.71	601-Water
5/3/2021	74624	HOOVER, JOHN A	264.40	601-Water
5/17/2021	74728	HANCOCK, NATALIE B	7.15	601-Water
5/24/2021	74739	SALVESON, VIKTORIA	7.74	601-Water
6/1/2021	74819	VELA, FERNANDO	31.88	601-Water
6/28/2021	74973	ZACHAR, STEPHANIE	11.52	601-Water
6/28/2021	74977	ORTIZ PEREZ, JUAN A	7.01	601-Water
7/26/2021	75189	BARRIENTOS VASQ, LUZ	33.96	601-Water
8/2/2021	75207	C & L ELECTRIC MOTOR	75.50	601-Water
8/30/2021	75398	JOSE DIAZ	17.00	601-Water
8/30/2021	75408	YODER CONCRETE, LLC	424.64	601-Water
9/7/2021	75462	FERNANDES, ALEXSANDR	15.76	601-Water
9/13/2021	75499	VANDERREYDEN, CALEB	28.67	601-Water
9/13/2021	75503	SANCHEZ, ALDO	32.52	601-Water
9/13/2021	75512	RAMEY, BROOKE	6.44	601-Water

(Continued next page)

CITY OF GOSHEN, INDIANA

SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2021 (Continued)

<u>Warrant Date</u>	<u>Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
11/8/2021	75825	SPRANDEL, KIMBERLY J	\$ 777.02	601-Water
11/8/2021	75827	WHITE, JOSHUA A	7.19	601-Water
12/13/2021	76181	LAYNE, DUSTIN	12.58	601-Water
12/13/2021	76182	SPRANDEL, KIMBERLY J	<u>77.00</u>	601-Water
		TOTAL OUTSTANDING	<u>\$ 2,559.73</u>	

CITY OF GOSHEN, INDIANA

SCHEDULE B - CIVIL CITY OUTSTANDING WARRANTS AS OF DECEMBER 31, 2021

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/25/2021	14434	UNITED WAY OF ELKHART COUNTY	\$ 108.00	101-General
2/2/2021	14522	NORTHERN INDIANA MAYOR'S ROUND	100.00	101-General
3/9/2021	14823	WARREN O'NEAL	17.38	101-General
5/4/2021	15404	DAVE OSTERGREN	100.00	204-Parks
6/29/2021	16134	BRITTANY MILLER	30.00	204-Parks
7/7/2021	16241	OSCAR BARAHONA	100.00	204-Parks
7/20/2021	16425	KEELY KOVACH	494.00	204-Parks
7/27/2021	16505	SANJUANA SANCHEZ	10.00	101-General
8/3/2021	16582	WENDY SWALLOW	100.00	101-General
9/8/2021	17083	LISA MARTINEZ	100.00	204-Parks
9/21/2021	17293	GOSHEN ARTS & EVENTS	100.00	204-Parks
9/28/2021	17345	KENNYLAND TREE WORKS LLC	1,200.00	101-General
11/23/2021	18117	JOSE DE JESUS GARCIA	197.91	204-Parks
		TOTAL OUTSTANDING	<u>\$ 2,657.29</u>	

*****REQUEST*****

DATE: **Thursday, February 22, 2024**

TO: **GOSHEN BOARD OF WORKS**

FROM: **GOSHEN WATER & SEWER
KELLY SAENZ**

RE: **UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$3,396.04**
Collection letters were sent out and payments of **\$1,454.53** had been collected.

The uncollected amount equals **\$1,941.51**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Wednesday, November 22, 2023**

WATER: **\$1,096.38**

SEWER: **\$845.13**



**Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

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

2/22/2024

Request for Road Closure at 304 S 6th St. between E Jefferson St. & Madison St.

To the Board of Public Works, Safety, and Storm Water:

The City of Goshen Water and Sewer Department will be replacing a sewer tap at 304 S 6th St.

The work will require excavation of the road, with a trench that will be approximately 12 feet in depth.

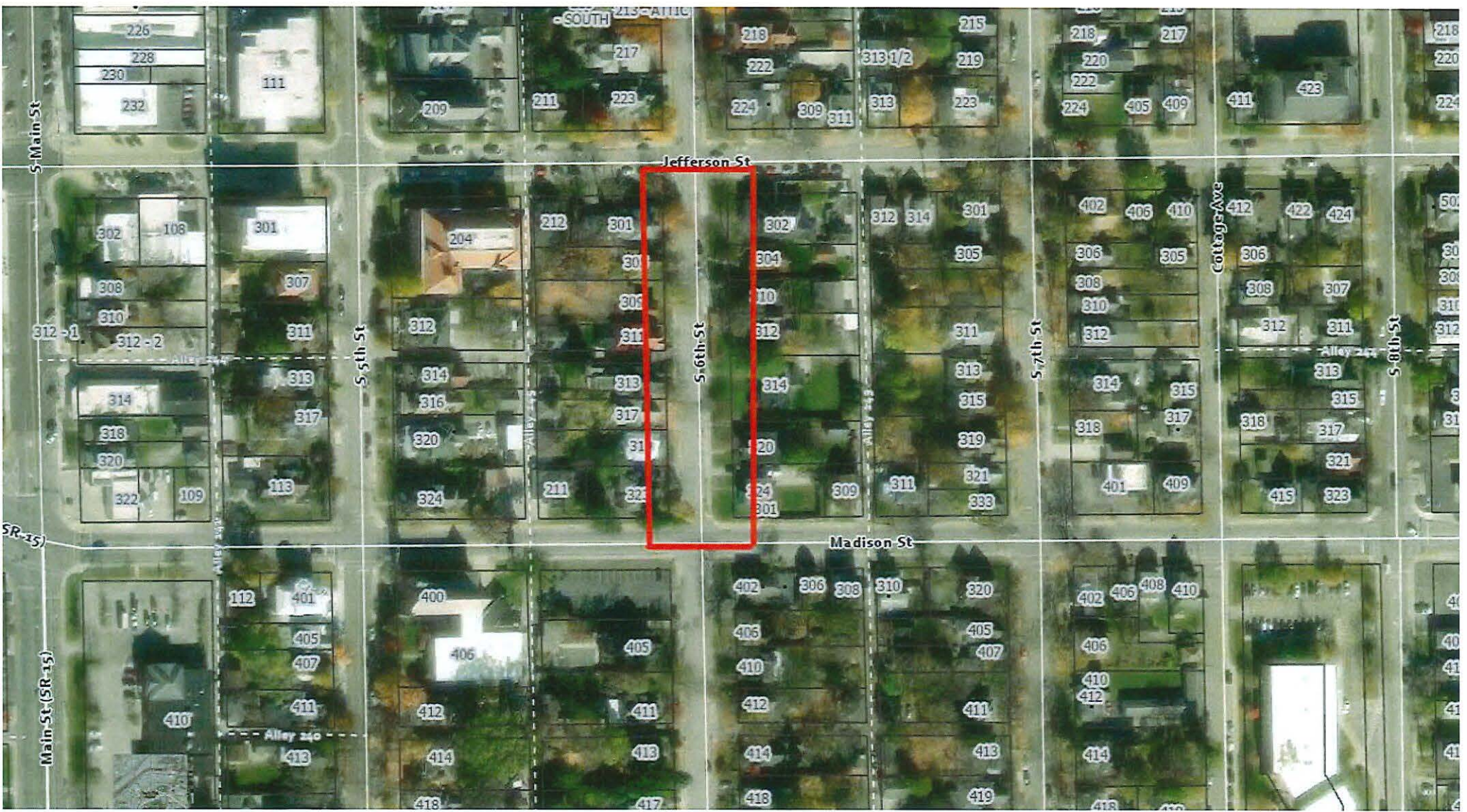
For the safety of the work crews and the public, the city is requesting permission to close S 6th St. between E Jefferson St. and Madison St. to traffic, starting at 8:00 a.m. on Tuesday, 2/27/2024. Reopening for traffic on Friday evening of 3/1/2024.

We will notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pickup.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren". The signature is written in a cursive style and is positioned above the printed name.

Kent Holdren
Superintendent of Goshen Water Department





**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **REQUEST FOR REMOVAL OF STOP SIGNS ON HAY PARKWAY**

DATE: February 22, 2024

The engineering department received a request for the removal of the two stop signs along Hay Parkway that make the three-legged intersection with Northstone Road an all-way stop. It is of note that Hay Parkway is intended to be a 'through' street and meant to move vehicular traffic with very few drive accesses allowed.

The Manual on Uniform Traffic Control Devices (MUTCD) discourages the use of stop signs on minor local roads like that of subdivisions unless there is limited sight distance at the intersection. In particular, stop signs are not recommended to be placed at a T-intersection within a subdivision unless other warrants exist.

In 2018, the Traffic Commission approved a recommendation to the Board of Public Works and Safety for the addition of 'Cross Traffic Does Not Stop' sign to be placed on the stop sign on Northstone Road at Hay Parkway. However, the Board of Public Works and Safety decided that it would be best to install two additional stop signs along Hay Parkway making the intersection an all-way stop.

The request was considered at the February Traffic Commission meeting. Commissioners voted 4-2 in support of removing the two stop signs along Hay Parkway at Northstone Road.

Requested Motion: Approve the removal of the two stop signs on Hay Parkway at Northstone Road.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

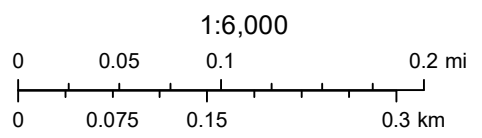
Orv Myers, Member

Michael Landis, Member



Request: removal of the two stop signs on Hay Parkway

- Existing Stop Signs
- ◆ Existing No Outlet Signs
- ☁ Intersection being requested for modification



February 20, 2024

To: Mayor Gina Leichty
Members of the Board of Public Works

From: Gary Haney

I was planning to attend the BOW meeting but I have a prior commitment so my letter will have to suffice.

I am writing this letter regarding a suggestion I presented to the Traffic Commission last week, requesting the removal the stop signs on Hay Parkway, where it tees with Northstone. The stops signs on Hay Parkway seem unnecessary and are usually ignored or vehicles do a rolling stop. The members of the Traffic Commission said they voted not to have stop signs on Hay when the road was finished but the Board of Works at that time was concerned about the proximity to the neighborhood park and they voted to have stop signs installed.

In checking the other neighborhood parks in Goshen, I find none that have three or four way stops at the nearest intersections. Also, there is not a three way stop at Hay and Mintcrest which is just one block to the east.

I spoke to the members of the Villas of Park Meadows HOA Board of which I am the Vice President and they were in favor of my suggestion as were many of the residents. I appreciate the Board taking time to here my request and hope you will agree with my request.

Sincerely,



Gary Haney
1614 Harvest Drive
grhaney50@gmail.com



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jamey Bontrager-Singer, P.E., Utilities City Engineer

RE: **LEAD SERVICE LINE INVENTORY
(JN: 2023-0027)**

DATE: February 22, 2024

Per Federal Registrar 40 CFR §141, National Primary Drinking Water Regulations, public water systems are required to inventory their water system for the presence of lead, and the inventory is to be completed by October 16, 2024.

Inventorying the water system for lead is a significant task, and the Indiana Finance Authority (IFA) is offering Indiana public water systems financial assistance. There are currently three types of grants available to assist community water systems.

Project Type I - Utility Records Review & Analysis (\$25,000). The gathering, researching, digitizing, and reviewing of utility records, local codes, tax parcel information, and other available data to generate a records-based inventory.

Project Type II - LSL Replacement Planning (\$20,000). The development of a plan to replace lead service lines in conjunction with other city projects and/or prioritizing at-risk or disadvantaged communities as well as other activities related to the incorporation of service line information into the water system's Asset Management Program.

Project Type III - Service Line Inspection & Inventory Validation (\$300,000). Onsite investigations of service line materials to supplement, inform or validate utility records or inventory models.

The Goshen Water Utility has already received funding for project Types I and II and is now applying for Type III grant funding. Application for this funding is due February 29, 2024.

Unlike typical service engagements with public utilities, all three of these grant funds, require the water system to establish a Service Provider with whom the IFA contracts directly on behalf of the Utility. Goshen Water Utility has developed its current Service Line Inventory working under this type of arrangement for project types I and II.

In order to certify that the City of Goshen's Water Utility has selected a Consulting firm to perform the work summarized on the Scope of Work Certification Form and is detailed in the thirteen-page LSL Inventory Funding Program Application, an Authorized Representative of the City must sign the Certification Form.

Requested Motion: Move to approve Director of Public Works Dustin Sailor to sign the Indiana Finance Authorities' Scope of Work Certification Form allowing the IFA and a Service Firm to enter into a contract accessing Type III funds valued at \$300,000 on behalf of the Goshen Water Utility.



**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: **APPROVE AGREEMENT WITH ABONMARCHE GROUP FOR TOPOGRAPGICAL SURVEYS – SURVEY RFQ PACKET NO. 1 (JN: 2024-0012)**

DATE: February 22, 2024

Goshen Engineering would like to engage the Abonmarche Group to perform topographical surveys at (4) four locations. The (4) four locations are: public parking lot 'Q', Central Fire Station parking lot and alley, City Hall property and (2) two adjacent parking lots, and Alley 226. The surveys will be utilized by the Engineering Department to complete project designs.

The Request for Quote was sent to (3) three firms. Two of the three firms responded. The received quote amounts are listed below.

Abonmarche Group = \$19,800.00
A & Z Engineering = \$34,700.00
Jones Petrie Rafinski= No quote received

Requested motion: Move to approve agreement with Abonmarche Group for the completion of (4) four topographical surveys for a cost of \$19,800.00 and authorize the Mayor to sign the agreement.

**AGREEMENT WITH ABONMARCHE GROUP FOR PROFESSIONAL
TOPOGRAPHICAL SURVEYING SERVICES OF PUBLIC PARKING LOT ‘Q’,
CENTRAL FIRE STATION, PUBLIC PARKING LOTS AND CITY HALL, AND
ALLEY 226.**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Abonmarche Group, Inc.** (“Consultant”), whose mailing address is 303 River Race Drive, Unit 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Consultant shall provide professional topographical surveying services of Public Parking Lot ‘Q’, Central Fire Station, Public Parking Lots and City Hall, and Alley 226 which services are more particularly described in Consultant’s January 30, 2024 proposal and work plan attached and made a part of as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

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

Consultant shall complete all Duties within 45 calendar days of the date of the notice to proceed.

Section 3. Compensation

City agrees to compensate Consultant the sum of Nineteen Thousand Eight Hundred Dollars (\$19,800) for performing all Duties.

Section 4. Payment

City shall pay Consultant for Duties satisfactorily completed under this agreement.

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

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

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment,

because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

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

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. Force Majeure

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this

contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

Section 14. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

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

Section 15. Termination

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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

Section 16. Notice

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

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

Contractor:
Abonmarche Group, Inc.
Attention: Bradley E. Mosness, PE
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 21. Miscellaneous

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Execute

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

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

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

Abonmarche Group, Inc.

Gina Leichty, Mayor

Bradley E. Mosness, PE, Vice President

Date Signed: _____

Date Signed: _____



Engineering Department

CITY OF GOSHEN

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

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

Memorandum

To: Goshen Board of Public Works and Safety

From: Dustin K. Sailor, Director of Public Works

RE: **COLLEGE AVENUE, PHASE 1 – US 33 TO THE RAILROAD
STRUCTUREPOINT CONTRACT AMENDMENT NO. 2 FOR GEOTECHNICAL SERVICES
(JN: 2019-0022 / DES. NO. 19000739)**

Date: February 20, 2024

American Structurepoint continues to work through the design process for the aforementioned project. A key component of the design is the geotechnical work. Since signing the professional engineering services contract, INDOT's standard rates for geotechnical services have increased. The geotechnical subconsultant to American Structurepoint has requested their standard fee be increased accordingly. Because LPA projects take years to develop, Goshen Engineering believes the request is valid and supports the sub-consultant's request.

The increase in the geotechnical service fee is \$19,298 and will be ran through American Structurepoint's contract. The Goshen Redevelopment Commission approved funding this amendment at their meeting on February 13, 2024. Goshen Engineering requests the Board of Public Works and Safety sign the agreement amendment.

Requested Motion: Move to approve American Structurepoint's Amendment No. 2 to increase the geotechnical services fee in the amount of \$19,298 to match INDOT's service schedule.

Amendment No. 2

This Amendment, made and entered into this __ day of _____, 2024, by and between City of Goshen Board of Public Works and Safety, acting by and through its proper officials (hereinafter referred to as LPA) and American Structurepoint, Inc., (hereinafter referred to as CONSULTANT), a corporation organized under the laws of the State of Indiana.

WHEREAS, on March 25, 2020 LPA entered into a contract with the CONSULTANT for College Avenue Reconstruction Project, DES No. 1900739, and on September 11, 2023, LPA entered into Amendment No. 1 with CONSULTANT for Environmental Services; and

WHEREAS, since the execution of the original contract, the INDOT fee schedule has been updated.

NOW THEREFORE, it has been determined by LPA and the CONSULTANT that the contract shall be amended as follows:

1. Appendix D, Paragraph A.1 shall be revised as follows:
 2. The CONSULTANT shall be compensated for services to be performed under this Contract a total fee not to exceed ~~\$680,810~~ **\$700,108** unless approved in writing by the LPA.
2. Appendix D, Paragraph A.4 shall be revised as follows:
 4. The CONSULTANT shall receive payment for the work performed under this Contract related to geotechnical services based on the specific cost per unit as shown in Exhibit 1, attached hereto and incorporated herein, multiplied by the actual units of work performed; however, the final amount shall not exceed ~~\$37,600~~ **\$56,898** unless and until a supplemental agreement is executed.
3. The rate proposal for Geotechnical Consultant Resource International, Inc., is replaced in its entirety by the rate proposal attached to this Amendment No. 2.
4. CONSULTANT's total compensation under the Contract and Amendment No. 1 dated September 11, 2024, is revised from \$680,810 to \$700,108, an increase of \$19,298.

In Witness Whereof, the CONSULTANT and the LPA have, through duly authorized representatives, entered into this Contract. The parties having read and understand the forgoing terms of this Contract do by their respective signatures dated below hereby agree to the terms thereof.

CONSULTANT
American Structurepoint, Inc.

LOCAL PUBLIC AGENCY
City of Goshen Board of Public Works and Safety

DocuSigned by:
Cash E. Canfield

Cash E. Canfield, President

Gina M. Leichty, Mayor

College Avenue Reconstruction
INDOT Designation No. 1900739
City of Goshen, Elkhart County, Indiana
Rii Proposal No. 19-I044

		<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
<u>GEOTECHNICAL FIELD</u>				
1.	Mobilization and field coordination			
	a. SPT Rig	1 each	\$284.00	\$284.00
	b. CPT	each	\$475.00	
	c. Mileage	310 mi	\$3.70	\$1,147.00
2.	Truck mounted borings with split spoon sampling			
	a. Standard	170 ft	\$20.00	\$3,400.00
	b. Night time	ft	\$23.60	
3.	Truck mounted borings with drilling fluid			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
4.	Truck mounted rock core drilling			
	a. Standard	ft	\$41.00	
	b. Night time	ft	\$48.40	
5.	Truck mounted borings			
	a. Truck mounted borings through bedrock or boulders or concrete pavement			
	i. Standard	ft	\$41.00	
	ii. Night time	ft	\$48.40	
	b. Bridge deck coring and restoration			
	i. Standard	each	\$368.00	
	ii. Night time	each	\$434.00	
6.	Cone penetrometer testing			
	a. Set up			
	i. Standard	each	\$84.00	
	ii. Night time	each	\$99.00	
	b. Subsurface profiling			
	i. Standard	ft	\$13.00	
	ii. Night time	ft	\$15.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$98.00	
	b. Night time	each	\$115.00	
	ii. Penetration			
	a. Standard	ft	\$15.25	
	b. Night time	ft	\$18.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$200.00	
	b. Night time	hour	\$235.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$79.00	
	b. Night time	each	\$93.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$17.00	
	ii. Night time	ft	\$20.00	
	e. Sample			
	i. Standard	each	\$26.00	
	ii. Night time	each	\$30.00	
7.	Hand or truck soundings			
	a. Standard	ft	\$13.25	
	b. Night time	ft	\$15.50	
8.	Hand auger drilling			

	a. Standard	ft	\$13.75	
	b. Night time	ft	\$16.25	
9.	Skid mounted borings with split spoon sampling			
	a. Standard	200 ft	\$32.00	\$6,400.00
	b. Night time	ft	\$37.75	
10.	Skid mounted borings using drilling fluid			
	a. Standard	ft	\$33.50	
	b. Night time	ft	\$39.50	
11.	Skid mounted rock core drilling			
	a. Standard	ft	\$46.00	
	b. Night time	ft	\$54.00	
12.	Skid mounted boring through bedrock or boulders			
	a. Standard	ft	\$48.00	
	b. Night time	ft	\$56.00	
13.	Skid mounted soundings			
	a. Standard	ft	\$19.00	
	b. Night time	ft	\$22.00	
14.	Skid mounted cone penetrometer testing (CPT)			
	a. Set up			
	i. Standard	each	\$121.00	
	ii. Night time	each	\$143.00	
	b. Subsurface profiling			
	i. Standard	ft	\$18.75	
	ii. Night time	ft	\$22.00	
	c. Profiling with pore pressure measurement			
	i. Piezometric saturation			
	a. Standard	each	\$116.00	
	b. Night time	each	\$137.00	
	ii. Penetration			
	a. Standard	ft	\$22.00	
	b. Night time	ft	\$26.00	
	iii. Pore water dissipation test			
	a. Standard	hour	\$231.00	
	b. Night time	hour	\$273.00	
	iv. Hydraulic conductivity and consolidation			
	a. Standard	each	\$89.00	
	b. Night time	each	\$105.00	
	d. Profiling with shearwave velocity measurement			
	i. Standard	ft	\$26.25	
	ii. Night time	ft	\$31.00	
	e. Sample			
	i. Standard	each	\$34.00	
	ii. Night time	each	\$40.00	
15.	Furnishing of a boat			Actual Cost
16.	Barge set-up expenses			
	a. Navigable water			
	i. Barge set-up	each	\$6,300.00	
	ii. Rental of support equipment and/or boat	each	Actual Cost	
	iii. Drill rig down time	hour	\$157.00	
	b. Non-navigable water barge set-up	each	\$5,250.00	
17.	Additional disassembly and reassembly			
	a. Navigable water	each	\$2,200.00	
	b. Non-navigable water	each	\$2,000.00	
18.	Barge mounted borings with split spoon sampling	ft	\$35.00	
19.	Barge mounted rock core drilling	ft	\$48.00	
20.	Barge mounted boring through bedrock or boulders	ft	\$48.00	
21.	Barge mounted soundings	ft	\$21.00	
22.	Casing through water	ft	\$9.00	
23.	Uncased sounding through water	ft	\$6.00	

24.	Set up for borings and machine soundings			
	a. Borings and machine soundings less than 20 ft deep	26 each	\$74.00	\$1,924.00
	b. Rock core borings	each	\$126.00	
25.	Additional 2-in. split spoon sampling	12 each	\$22.00	\$264.00
26.	3-in. split spoon samples	each	\$24.00	
27.	3-in. Shelby tube samples	4 each	\$66.00	\$264.00
28.	Bag Samples			
	a. 25-lb sample	4 each	\$54.00	\$216.00
	b. 5-lb sample	4 each	\$35.00	\$140.00
29.	Field vane shear test			
	a. Standard	each	\$121.00	
	b. Night time	each	\$143.00	
30.	4 1/2-in. cased hole	ft	\$13.25	
31.	Installation of geotechnical instruments			
	a. Inclinator casing installation			
	i. Standard	ft	\$16.00	
	ii. Night time	ft	\$19.00	
	b. Piezometer installation up to 25 ft below surface	each	\$284.00	
	c. Piezometer installation deeper than 25 ft below surface	each	\$315.00	
	d. Metal protective outer cover for inclinometer and piezometer casings	each	\$132.00	
32.	Railroad expenses		Actual Cost	
33.	Twenty-four hour water levels			
	a. Field measurements per borehole			
	i. Standard	3 each	\$40.00	\$120.00
	ii. Night time	each	\$48.00	
	b. PVC slotted pipe	90 ft	\$6.50	\$585.00
34.	Borehole backfilling			
	a. 0 to 15 ft			
	i. SPT			
	a. Standard	8 each	\$150.00	\$1,200.00
	b. Night time	each	\$175.00	
	ii. CPT			
	a. Standard	each	\$49.00	
	b. Night time	each	\$57.00	
	b. More than 15 ft			
	i. SPT			
	a. Standard	180 ft	\$7.00	\$1,260.00
	b. Night time	ft	\$8.25	
	ii. CPT			
	a. Standard	ft	\$2.00	
	b. Night time	ft	\$2.40	
	c. Pavement restoration			
	i. Standard	16 each	\$65.00	\$1,040.00
	ii. Night time	each	\$75.00	
35.	Equipment rental		Actual Cost	
36.	Traffic control			
	a. Flag crew	day	\$800.00	
	b. Equipment rental and professional traffic services		Actual Cost	\$7,500.00
	c. Flag crew with equipment	day	\$950.00	
37.	Centerline surveying		Actual Cost	
38.	Percolation Test			
	a. Granular Soils (A-1, A-2, A-3)	each	\$2,000.00	
	b. Cohesive Soils (A-4, A-5, A-6, A-7)	each	\$3,000.00	
		Subtotal (Geotechnical Field)		\$25,744.00

GEOTECHNICAL LABORATORY

39.	Sieve analysis for soils	20 each	\$52.00	\$1,040.00
40.	Hydrometer analysis	20 each	\$61.00	\$1,220.00
41.	Sieve analysis for aggregates			
	a. Analysis by washing (AASHTO T-11)	each	\$81.00	
	b. Analysis by using (AASHTO T-27)	each	\$142.00	
42.	Liquid limit	16 each	\$41.00	\$656.00
43.	Plastic limit & plasticity index	16 each	\$30.00	\$480.00
44.	Liquid limit ratio	each	\$79.00	
45.	pH test	20 each	\$16.50	\$330.00
46.	Loss on Ignition Test			
	a. Loss on Ignition Test (Conventional)	8 each	\$26.00	\$208.00
	b. Loss on Ignition Test (Sequential)	each	\$55.00	
	c. Organic content based on calorimeter	each	\$26.00	
47.	Topsoil tests			
	a. Phosphorus test	4 each	\$23.00	\$92.00
	b. Potassium test	4 each	\$23.00	\$92.00
48.	Moisture content test			
	a. Moisture content test (conventional)	140 each	\$7.25	\$1,015.00
	b. Moisture content test (microwave)	each	\$9.00	
49.	Expansion index of soils	each	\$247.00	
50.	Specific gravity test	each	\$38.00	
51.	Unit weight determination	16 each	\$19.00	\$304.00
52.	Hydraulic conductivity test			
	a. Constant head	each	\$247.00	
	b. Falling head	each	\$300.00	
53.	Unconfined compression test on soils & rocks			
	a. Unconfined compression test (soils)	2 each	\$50.00	\$100.00
	b. Remolding of soil samples with chemical admixtures in chemical soil modification/stabilization (3 samples is equal to 1 unit)	each	\$125.00	
	c. Point load strength index of rock	each	\$55.00	
54.	Compressive strength and elastic moduli of intact rock			
	a. Compressive strength of intact rock	each	\$120.00	
	b. Elastic moduli of intact rock	each	\$452.00	
55.	Consolidation test	each	\$500.00	
56.	Triaxial Test			
	a. Unconsolidated - Undrained (UU)	each	\$375.00	
	b. Consolidated - Undrained (CU)	each	\$550.00	
	c. Consolidated - Drained (CD)	each	\$775.00	
	d. Pore pressure measurement with a. or b. and use of back pressure for saturation	each	\$260.00	
57.	Direct shear test	each	\$575.00	
58.	Moisture -density relationship test			
	a. Standard Proctor	4 each	\$150.00	\$600.00
	b. Modified Proctor	each	\$165.00	
59.	Soil Support Testing			
	a. Subgrade Resilient Modulus on remoulded soils	each	\$660.00	
	b. Resilient modulus on Shelby tube	2 each	\$420.00	\$840.00
60.	Collapse potential evaluation test			
	a. Cohesive or expansive soils	each	\$500.00	
61.	Water soluble sulfate test	8 each	\$110.00	\$880.00
62.	Water soluble chloride test	each	\$110.00	
63.	Soil resistivity test	each	\$150.00	
64.	Rock durability tests			
	a. Slake durability index test	each	\$140.00	
	b. Jar slake test	each	\$15.00	
			Subtotal (Geotechnical Laboratory)	\$7,857.00

CONSTRUCTION INSPECTION AND MONITORING

74.	Pressure meter testing services	day	\$1,800.00	
75.	Mobilization of testing equipment	LS	\$200.00	
77.	Integrity testing		Actual Cost	
79.	Dynamic pile analysis	each	\$1,100.00	
81.	Dynamic pile load test		Actual Cost	
82.	CAPWAP-C analysis	each	\$600.00	
			Subtotal (Construction Inspection and Monitoring)	

PAVEMENT INVESTIGATION

88.	Mobilization of coring equipment	LS	\$225.00	
89.	Mobilization mileage for coring equipment	mi	\$2.00	
90.	Pavement core (partial depth)	each	\$140.00	
91.	Pavement core (full depth)			
	a. Standard	6 each	\$215.00	\$1,290.00
	b. Night time	each	\$255.00	
92.	Subbase sample	6 each	\$66.00	\$396.00
93.	Cement concrete pavement core density determination	each	\$36.00	
94.	Cement concrete core compressive strength test	each	\$35.00	
95.	Bituminous extraction test	each	\$90.00	
96.	Sieve analysis of extracted aggregate test	each	\$61.00	
97.	Recovery of asphalt from solution by Abson method	each	\$378.00	
98.	Theoretical maximum specific gravity test	each	\$80.00	
99.	Bulk specific gravity test	each	\$35.00	
100.	Air voids calculation	each	\$31.00	
101.	Core report	6 each	\$65.00	\$390.00
			Subtotal (Pavement Investigation)	\$2,076.00

¹ For items 1d, 1e, 36d, 65 through 73, 76, 78, 80, 83 through 87 and 102 please refer to separate hourly rate schedule.

Summary of Fees

Geotechnical Field	\$25,744.00
Geotechnical Laboratory	\$7,857.00
Construction Inspection and Monitoring	
Pavement Investigation	\$2,076.00
Engineering and Coordination (See Separate Fee Schedule)	\$21,220.50
Estimated Total	\$56,897.50

College Avenue Reconstruction
 INDOT Designation No. 1900739
 City of Goshen, Elkhart County, Indiana
 Rii Proposal No. 19-1044

Appendix "A" Items	Designation/Classification	PROJECT TEAM HOURS											Reimbursable Expenses	Totals	
		Engineering Staff					Non-Engineering Staff					CADD			
		Sr. Project Manager	Project Manager	Sr. Project Engineer	Project Engineer	Staff Engineer	Geologist	Engineering Technician	Drilling Manager	Drilling Coordinator	Field Person	CADD Technician			
Tasks/Base Hourly Rate (\$)	\$215.85	\$172.08	\$152.39	\$130.87	\$109.98	\$123.19	\$85.68	\$123.40	\$90.10	\$95.33	\$102.65				
Geotechnical Field	1d	Marking test borings and pavement core locations (Boring/coring layout) Field checks, coordinating the field work with utilities and sub contractors Obtaining required permits	4	12						12		4		\$215.60	\$1,684.40
	1e	Coordination with Property owners Crop damage				8						2		\$161.70	\$3,450.46
	36d	Coordinating field work with Traffic control sub-contractor										4			\$360.40
Geotechnical Report, Final Check Print and Foundation Review	65	Review of Historical Documents & Current Plans Prepare Exploratory Program, Review and Concurrence with INDOT Assign Laboratory Tests Prepare gINT boring Logs Review Boring Logs and Lab test data (OC/QA) Prepare Roadway subsurface Profiles Prepare Bridge subsurface profiles Preparation of geotechnical recommendations, report, appendices and concurrence with INDOT: a. Without Soil Subgrade Investigations. b. With Soil Subgrade Recommendations. c. Soil Subgrade Recommendations (ONLY). d. Soil Profile Drawing e. Development of Unique Special Provisions. Foundation review Final Check Prints	2	4		8				12	4		2	\$605.90	\$2,166.98
	66	Geotechnical Data Report & Technical memoranda for DB, DBBV & PPP projects		2											\$1,821.00
	67	Settlement Analysis And Recommendations For Embankment a. Proposed Embankment b. Proposed and Existing Embankment.	2	8		16							4		\$867.64
	68	Ground Modification Design													
	69	Slope Stability Analysis													
	70	Bridge Foundation Analysis And Recommendations a. Spread foundation b. Deep foundation c. Settlement analysis for bridge pier foundation (i, ii, iii) d. Foundation on Bedrock		4		8									\$344.16
	71	Retaining Structure Analysis And Recommendations a. Conventional Retaining Structure i. Spread Foundation ii. Deep Foundation iii. Settlement Analysis For Retaining Wall Foundations b. Pile Retaining Structure Analysis And Recommendations i. Free Standing Structure ii. Retaining Structure With Tie-Back System c. Drilled-In-Pier Retaining Structure Analysis i. Free Standing Structure ii. Retaining Structure With Tie-Back System d. Soil Nailing Wall		4		8									\$1,735.28
	72	Seepage Analysis													
	73	Deep Dynamic Compaction Analysis													
	Construction Inspection & Monitoring	76	Monitoring Geotechnical Instrumentation a. Monitoring Geotechnical Instrumentation b. Field Inspector												
78		Field Compaction Testing a. Dynamic Cone Penetration (Dcp) Test b. Light Weight Deflectometer (Lwd)													
80		Static Load Test													
Foundation Evaluation by Non-Destructive Methods	83	Final Construction Inspection Report													
	84	Foundations													
Geophysical Investigations	85	Geophysical Investigations													
	86	Project Management a. Project Coordination b. Project Website													
Geotechnical Project Management (For Lead Geotechnical Consultant Only)	87	Geotechnical Review a. Structure Report b. Roadway Report													
	102	Pavement Investigation													
		Totals	8	38		58		12	4	12	12	6	\$377.30	\$21,220.50	



**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: Dustin K. Sailor, Director of Public Works

RE: **MARION LINE RAILROAD QUIET ZONE
STRUCTUREPOINT CONTRACT AMENDMENT NO. 4
(JN: 2009-0046)**

Date: February 20, 2024

The railroad quiet zone application has been prepared and is ready for submission less the Elkhart County delegation letter for the County Road 42 railroad crossing. An interlocal agreement is currently being prepared to finalize this task. Once the task is complete, the application will be submitted to the Federal Railroad Administration. American Structurepoint has reviewed their current effort to date and has projected the effort that will be required to complete the quiet zone application and implementation process. Structurepoint offers a work scope amendment that includes:

- a. Coordinate Delegation Letter
- b. Prepare and submit Notice of Intent
- c. Respond to NOI questions/comments
- d. Prepare Public Authority Application
- e. Prepare Notice to Establish
- f. Revisions
- g. Project management
- h. Railroad/Agency coordination
- i. Client meetings (3)

For these additional services, American Structurepoint offers a service fee increase of \$58,425.

Goshen Engineering has found American Structurepoint's assistance on this project invaluable and supports their continued service and proposed fee. The Goshen Redevelopment Commission approved funding this amendment at their meeting on February 13, 2024. Goshen Engineering requests the Board of Public Works and Safety sign the agreement amendment.

Requested Motion: Move to approve American Structurepoint's Amendment No. 4 to increase the quiet zone professional service fee in the amount of \$58,425.00.

AGREEMENT AMENDMENT #4

Establish a Quiet Zone along Norfolk Southern Marion Branch

THIS AGREEMENT AMENDMENT is entered into on this _____ day of _____, 2024, between American Structurepoint, Inc., herein after referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety and its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Consultant dated March 25, 2013 for Consultant to provide on-call technical assistance and coordination, as needed, to the City for the purpose of establishing a Quiet Zone along the Norfolk Southern Marion Branch railroad line for an amount not to exceed Twenty Thousand Five Hundred Dollars (\$20,500.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated December 23, 2013 to extend the term until June 1, 2015 due to on-going negotiations with the Indiana Department of Transportation (INDOT), Norfolk Southern Railroad, MACOG and Federal Railroad Administration (FRA).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated March 26, 2015 to add additional scope in order to submit the City’s application for a Quiet Zone to the Federal Railroad Administration for an amount not to exceed Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated July 31, 2023 to add additional scope in order to submit the City’s application for a Quiet Zone to the Federal Railroad Administration for an amount not to exceed Forty-Eight Thousand Four Hundred and Ninety-Five Dollars (\$48,495.00).

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original agreement for the Establishment of a Quiet Zone along Norfolk Southern Marion Branch Project, the parties agree as follows:

SCOPE OF WORK

Consultant’s services under this Agreement Amendment #4 shall consist of:

1. Quiet Zone implementation, including:
 - a. Coordinate Delegation Letter
 - b. Prepare and submit Notice of Intent
 - c. Respond to NOI questions/comments
 - d. Prepare Public Authority Application
 - e. Prepare Notice to Establish
 - f. Revisions
 - g. Project management
 - h. Railroad/Agency coordination
 - i. Client meetings (3)

COMPENSATION

The City agrees to compensate Consultant for the above services based on a time and materials basis and Consultant's hourly rates from the March 25, 2013 Agreement are revised as follows:

Consultant's Hourly Rates to December 31, 2024

<u>Classification</u>	<u>Hourly Rate</u>
Principal	\$425
Project Manager	\$325
Senior Engineer	\$250
Project Engineer	\$205
Staff Engineer	\$150
Technician	\$135
Senior Technician	\$205

Total cost for all services under this Agreement Amendment #4 shall not exceed Fifty-Eight Thousand Four Hundred Twenty-Five Dollars (\$58,425.00).

All other terms and conditions of the March 25, 2013 Agreement, the December 23, 2013 Agreement Amendment, the March 26, 2015 Agreement Amendment, and the July 31, 2023 Agreement Amendment shall remain the same.

IN WITNESS WHEREOF, the parties have executed this contract amendment as set forth below.

City of Goshen

Board of Public Works and Safety

American Structurepoint, Inc.

Gina Leichty, Mayor

Scott M. Crites, Project Development Director

Michael Landis, Member

Date: _____

Mary Nichols, Member

Orv Myers, Member

Barb Swartley, Member

Date: _____

City of Goshen Redevelopment Commission

Becky Hutsell
Redevelopment Director

Date: _____



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **CHANGE ORDER NO. 3 FOR 10TH STREET AND DOUGLAS STREET
ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: February 22, 2024

Attached please find Change Order No. 3 for the 10th Street and Douglas Street Reconstruction project.

Change Order No. 3 includes costs related to fittings and 4-inch valves for the Ariel Cycleworks water main, as well as costs related to removing sanitary structures on Douglas Street and abandoning a sanitary main under the railroad tracks on Douglas Street.

The original contract amount plus additions from Change Order No. 1 and Change Order No. 2 was \$4,280,711.40. Change Order No. 3 increases the total contract by \$14,674.68, for a revised contract amount of \$4,295,386.08, which is an increase of 1.10% over the original contract amount. No days are being added to the project for this work.

Requested Motion: Approve and authorize the Change Order No. 3 for the 10th Street and Douglas Street Reconstruction project in the amount of \$14,674.68, bringing the total Contract to \$4,295,386.08, an increase of 1.10%.

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

OWNER: City of Goshen

PROJECT NAME: 10th Street and Douglas Street Road Reconstruction

PROJECT NUMBER: 2022-0037

CONTRACTOR: Niblock Excavating, Inc.

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

The additional Ariel Cycleworks site water main has significantly more fittings than water main in the project overall, as well as (2) 4-inch valves. Additional fittings were also added to create a duck-under for the future sanitary lateral from the Cycleworks site. There are no bid items for fittings or 4-inch valves. Change Order No. 3 accounts for the added cost of the fittings and 4 inch valves. Change Order No. 3 also includes costs for the removal of two sanitary structures, connecting pipe, and abandonment of a 12" sanitary main under the railroad at the west end of Douglas Street. The sanitary removals and abandonment were not part of the original demolition plans.

CO3.1	Ariel Cycle Works Water Main, Fittings, 8in DIP	9 EA	@ \$600.00	-----	\$5,400.00
CO3.2	Ariel Cycle Works Gate Valve w/Box, 4in	2 EA	@ \$1,751.34	-----	\$3,502.68
CO3.3	Sanitary Structure Removal	2 EA	@ \$840.00	-----	\$1,680.00
CO3.4	Sanitary Line Removal	8 LFT	@ \$53.00	-----	\$424.00
CO3.5	Sanitary Cut and Cap	1 EA	@ \$818.00	-----	\$818.00
CO3.6	12" Sanitary Sewer Line, Abandon-in-Place	60 LFT	@ \$47.50	-----	\$2,850.00
				Subtotal -	\$14,674.68

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,248,803.95
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	0 to <u>2</u>	\$31,907.45
3. Amount of Contract, not including this supplement		\$4,280,711.40
4. Addition/ Reduction to Contract due to this supplement		\$14,674.68
5. Amount of Contract, including this supplemental		\$4,295,386.08
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$46,582.13
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>3</u> (Line 6 divided by Line 1)		1.10%

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 0 calendar days, making the final completion date September 30, 2024.
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.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 2.07.24
Dustin K. Sailor, P.E.
Director of Public Works

ACCEPTED: REDEVELOPMENT
CITY OF GOSHEN, INDIANA

BY: Becky Hutsell
Becky Hutsell, Redevelopment Director

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

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating, Inc.

BY: _____
Signature of authorized representative

Printed

Title



**Stormwater Department
CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE HORIZONS OF HOPE
BUILDING ADDITION PROJECT AT 215 LAKEVIEW DRIVE JN: 2023-2004**

DATE: February 22, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the Horizons of Hope project located at 215 Lakeview Drive. The building has passed its final building inspection and the project is substantially complete except for the 11,000 square feet of disturbed area that will be seeded and stabilized. This final requirements cannot be completed at this time due to weather conditions

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Oaklawn Psychiatric Center Inc and the builder Freedom Builders agree to complete all stabilization and seeding work by June 15, 2024. The expected cost of work is Three thousand five hundred dollars (\$3500) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Oaklawn Psychiatric Center Inc and Freedom Builders for the Completion of the Horizons of Hope building addition project at 215 Lakeview Drive.

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

THIS AGREEMENT is entered into on February 22, 2024, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Oaklawn Psychiatric Center Inc

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

Builder: Freedom Builders

No Builder

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

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

Site: Horizons of Hope, 215 Lakeview Drive, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 11,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

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

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20__.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20__.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

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

Permittee agrees to provide Goshen a surety in the amount of Three thousand five hundred Dollars (\$ 3,500) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

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

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

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

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

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

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

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

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

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

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

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

Address for Permittee:

Property Owner: Oaklawn Psychiatric Center Inc
PO Box 809
Goshen In, 46527

Builder: Freedom Builders
54824 Co Rd 33
Middlebury IN 46540

No Builder

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

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

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

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

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

Permittee:¹

Property Owner:

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Gina Leichty, Mayor

Date: _____

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

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____



Stormwater Department

CITY OF GOSHEN

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

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

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT AT 1507 SOUTH 11TH STREET**

DATE: February 22, 2024

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for the home at 1507 South 11th Street. The home has passed its final building inspection and the project is substantially complete. Items to be completed include: 325 sq ft of concrete driveway to be installed, 528 sq ft of gravel base and concrete for a parking pad, 125 sq ft of gravel base and concrete for sidewalks installed on the front and back, and 5,568 sq ft of disturbed area stabilized and grass seed to be planted. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department submits this Agreement for the Completion of the Construction Project for approval and authorization for the Mayor and Board Members to execute.

The property owner Integrity Remodeling & Construction agrees to complete all concrete and stabilization work by June 15, 2024. The expected cost of work is nine thousand eight hundred and twenty dollars (\$9,820) and a surety check in that amount has been remitted to the Clerk-Treasurer's Office.

The property owner Integrity Remodeling & Construction and builder of the same name agrees to complete all concrete work by June 15, 2024.

Requested Motion: Approve and authorize the Board to execute the Agreement with Integrity Remodeling & Construction for the Completion of the project at 1507 South 11th Street.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on February 22, 2024, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Integrity Remodeling & Construction and, if the builder is responsible for completing the remaining work,

Builder: Integrity Remodeling & Construction

No Builder

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

Permittee obtained a building permit for the construction of a building on the real estate at Site: 1507 S 11th Street, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2024, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 5568 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

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

Install 325 square feet of concrete driveway.

Other: 528 square feet for concrete pad parking area to be installed

Permittee agrees to install a temporary gravel driveway and parking area per the approved site plan, and Goshen will permit the installation of the temporary gravel driveway and parking area until such time as the permanent hard surface driveway and parking area can be installed. The temporary gravel driveway and parking area shall be installed prior to occupancy of the building, but no later than February 23, 2024.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 2024.

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

Install approximately _____ square feet of concrete sidewalk and/or curbing at or

adjacent to the site parallel to the following public street:

Install approximately 125 square feet of concrete sidewalk at the Site to the building entrances.

Install the following certain parts or equipment at the Site:

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

Permittee agrees to provide Goshen a surety in the amount of Nine thousand eight hundred and twenty dollars (\$9,820) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

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

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

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

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

Address for Permittee:

Property Owner: Integrity Remodeling & Construction
20029 Regina Rd
New Paris, IN 46553

Builder: Integrity Remodeling & Construction
20029 Regina Rd
New Paris, IN 46553

No Builder

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

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

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

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

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

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

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

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

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

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

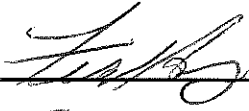
6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any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

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

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

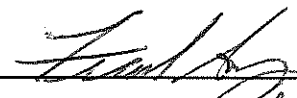
Permittee:¹

Property Owner:

Signature: 
Printed: FRANK Alfrey
Title (if any): OWNER
Date: 2/13/24

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

Builder:

Signature: 
Printed: FRANK ALFREY
Title: President
Date: 2/13/24

Goshen:

Gina Leichty, Mayor
Date: _____

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

Michael Landis, Board of Works and Safety

Date: _____

Mary Nichols, Board of Works and Safety

Date: _____

Orv Myers, Board of Works and Safety

Date: _____

Barb Swartley, Board of Works and Safety

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

February 19, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 304 W. Oakridge Avenue, Goshen, Indiana

An unsafe building review hearing was previously scheduled for the property located at 304 W. Oakridge Avenue, Goshen, Indiana for January 25, 2024. At that hearing, following the presentation of the Building Department's evidence supporting demolition, the property owner Roman Navarro appeared. Mr. Navarro did not contest the need for demolition, but provided that he had filed for bankruptcy and his bankruptcy included the subject property. The matter was tabled for purposes of permitting the Legal Department time to determine if and how the bankruptcy proceeding would impact the unsafe building proceeding.

Following research, the Legal Department has determined that continuing enforcement of the unsafe building process is excepted from the automatic stay of the bankruptcy proceeding. As such, we are requesting that the Board finalize its review hearing and affirm the Order of the Building Commissioner requiring demolition of the unsafe building at the property. The Order of the Building Commissioner is attached for reference.

The Board's motion could utilize the following language:

"I move the Board:

- (1) adopts the Section 2 of the Building Commissioner's Order as our findings in that the building is unsafe and warranting of demolition; and*
- (2) affirm the Order of demolition.*

2023-19973

ELKHART COUNTY RECORDER
KAALA BAKER
FILED FOR RECORD ON
11/29/2023 10:18 AM
AS PRESENTED



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

November 27, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-201-005.000-015; commonly known as 304 West Oakridge Avenue, Goshen, Indiana 46528, and more particularly described as follows:

Lot Numbered Two (2), as the said Lot is known and designated on the recorded Plat of Banta's First Addition to the City of Goshen, Indiana; said Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

ALSO: The North half (1/2) of the vacated alley lying South of and adjacent to said Lot, Plat being recorded in Deed Record 116, page 177, in the Office of the Recorder of Elkhart County, Indiana.

Section 2.

The Goshen Building Department inspected the subject real estate and the vacant structure located thereon on October 24, 2023. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited and an opportunity given to make repairs. There has been no significant improvement to the vacant structure at the real estate.

The following violations of Goshen City Code Section 6, Title 3, Chapter 1 were cited by the Goshen Building Department:

1. The foundation is failing, making the structure likely to collapse, a violation of Sections 6.3.1.1(b) and (r). The foundation wall on the west side of the structure has collapsed, and the earth beneath it has washed causing the concrete to collapse into the basement. The collapsed foundation wall renders the entire structure in danger of collapse. The floor has started to sag as a result of the failing foundation.
2. The structure has become so dilapidated and deteriorated that it has become freely accessible, a violation of Section 6.3.1.1(w). The collapsed foundation wall and concrete makes the structure a danger to anyone who enters.
3. The chimney is not structurally sound, a violation of Section 6.3.1.1(z). Areas of the chimney are beginning to fail.
4. There is no working heating and mechanical system at the structure, a violation of Section 6.3.1.1(a).
5. There is no working plumbing system at the structure, a violation of Section 6.3.1.1(a).
6. There is no working electrical system at the structure, a violation of Section 6.3.1.1(a). There is also loose exposed electrical wiring throughout the structure.
7. The windows have not been kept in good repair, a violation of Section 6.3.1.1(d). There are multiple broken windows that have been boarded up.

The structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). The collapsed foundation wall on the west side, permitting earth to wash into the basement and causing the floor to sag, renders the structure in an impaired structural condition that makes it unsafe to person or property. The dilapidated nature of the structure, its deterioration due to neglect, its loose exposed electrical wiring, and its unsecured nature makes it a fire hazard. The structure is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning the collapsed foundation wall, failing chimney, and unsecured nature. The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Due to the collapsed foundation wall and the failing chimney, combined with the unsecured nature of the structure and its continued deteriorated as a result of neglect, the structure warrants removal. In its present condition, the structure is unfit for human habitation, occupancy, or use, and the conditions exist to the extent that life, health, property, and safety of the public is threatened. The structure is an unsafe building and the tract of real property on which the unsafe building is located shall be considered the unsafe premises.

Section 3.

You are hereby **ORDERED** to demolish the unsafe buildings identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before January 22, 2024.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action make the required demolition and bill you for the costs of such work, including, the actual costs 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.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, January 8, 2024 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 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.

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on November 27, 2023.

City of Goshen Building Department



Myron Grise, Building Commissioner

STATE OF INDIANA)

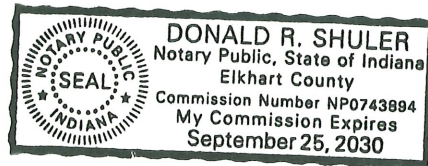
) SS:

COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this November 27, 2023, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.



Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 304 W. Oakridge 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 November 27, 2023:

Roman Navarro
306 W. Oakridge Avenue
Goshen, Indiana 46528

Nationstar Mortgage, LLC
8950 Cypress Waters Blvd
Dallas, Texas 75019-4620

Nationstar Mortgage, LLC
c/o Corporation Service Company
135 North Pennsylvania Street, Suite 1610
Indianapolis, Indiana 46204

State of Indiana Gross Income Tax Division
P.O. Box 595
Indianapolis, Indiana 46206



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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 (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

February 19, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: Building Commissioner Order – 601 N. Fifth Street, Goshen, Indiana

An unsafe building review hearing is scheduled for the property located at 601 N. Fifth Street, Goshen, Indiana. Attached is the Order of the City of Goshen Building Commissioner dated January 10, 2024 concerning the property; also attached is Certificate of Service establishing service of notice of the Building Commissioner Order and the unsafe building hearing. The Board of Public Works and Safety needs to conduct the hearing; affirm, rescind, or modify the Building Commissioner; and determine any further action it will order concerning the property and its owner, including the possibility of a civil penalty for a willful failure to comply with the Building Commissioner's Order.

The Building Department is requesting the Board affirm the Building Commissioner's Order and issue a civil penalty for a willful failure to complete the actions required in the time given. If, following the presentation of evidence and arguments at the hearing, the Board agrees, a motion could utilize the following language:

"I move the Board:

- (1) adopts the violations listed in the Building Commissioner's Order as our findings;*
- (2) that those violations make the structure an unsafe building; and*
- (3) that the actions required by the Building Commissioner's Order have not been completed."*

To issue a civil penalty, the Board must make an additional finding. Such a motion could utilize the following language:

"I move the Board finds that due to the lack of work and progress made towards the ordered repairs, there has been a willful failure to comply with the Building Commissioner's order, and therefore issue a civil penalty against the property owner in the amount of \$_____."

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

January 10, 2024

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528

Section 1.

You are hereby notified that you are in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. The violations exist at property owned by you, as evidenced by the tax records of the Elkhart County Auditor, property tax code number 20-11-09-204-018.000-015; commonly known as 601 N. Fifth Street, Goshen, Indiana, and more particularly described as follows:

LOT NUMBER NINETEEN (19) EXCEPT THE NORTH TWENTY-SIX AND ONE HALF (26-1/2) FEET, AS THE SAID LOT IS KNOWN AND DESIGNATED ON THE RECORDED PLAT OF JAMES MAYFIELD'S 3RD ADDITION TO THE CITY OF GOSHEN; SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

Section 2.

The violation is the existence of a residential structure that is filled with trash, debris, materials, and insects that makes it uninhabitable. The dwelling units inside the structure have not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under the City of Goshen's Neighborhood Preservation Ordinance. Further, there are damaged ceilings and walls that constitute violations of the Neighborhood Preservation Ordinance.

Therefore, the residential structure located on the real estate is unsafe within the meaning of Indiana Code § 36-7-9-4(a)(4), (5), and (6). The damaged and deteriorated condition of the structure, the accumulated trash and debris, the existence of an insect infestation, and the general disrepair of the structure renders it a public nuisance; dangerous to persons due to violations of the Neighborhood Preservation Ordinance, particularly Ordinance provisions requiring clean and sanitary conditions for human habitation; and the structure is vacant or blighted and not

maintained in a manner that permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance.

Section 3.

You are hereby **ORDERED** to complete the necessary actions and repairs to the residential structure to bring the property into compliance with the minimum housing standards that permit human habitation, occupancy, or use under the Neighborhood Preservation Ordinance. Said actions and repairs, among other considerations, must include the following:

- Remove all trash, debris, and any fire hazardous material from inside the unsafe building so the same permits human habitation, occupancy, or use under the Neighborhood Preservation Ordinance;
- Extermination of insects and vermin in and about the unsafe premises;
- Repair and rehabilitation of damaged walls and ceilings so that the same are reasonably weather tight and rodent proof, capable of providing privacy, and otherwise in good repair, as required by the Neighborhood Preservation Ordinance;
- Install smoke detectors in each dwelling unit as required by the Neighborhood Preservation Ordinance.

You are hereby **FURTHER ORDERED** to complete all said work within thirty (30) days.

Section 4.

You are hereby notified that failure to comply with this Order may result in the City of Goshen taking action to complete the required work and bill you for the costs of such work, including, the actual costs 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.

Section 5.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Thursday, February 22, 2024 at 4:00 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 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.

Section 6.

You are hereby notified that as a result of this Order being issued you may not transfer or agree to transfer any property interest in the parcel described in Section 1 of this Order, unless you have complied with all requirements of Indiana Code § 36-7-9-27, which are as follows:

1. You must supply full information regarding this Order to the person or persons taking or agreeing to take any interest in the parcel described in Section 1 of this Order.
2. You must supply in writing to the City of Goshen Building Department, within five (5) days of any actions to transfer the interest, the following:
 - a. The full name, address, and telephone number of the person or persons taking interest in the property described in Section 1 of this Order; and
 - b. A copy of the legal instrument under which the transfer of the interest is accomplished.

Section 7.

You are hereby notified that failure to comply with Section 6 of this Order may result in a judgment of liability against you in accordance with Indiana Code § 36-7-9-27.

Section 8.

This Order is issued by the City of Goshen Building Commissioner, Myron Grise, in accordance with the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance. The address of the Building Commissioner is 204 E. Jefferson Street, Suite 5, Goshen, Indiana 46528, and the telephone number is 574-534-1811.

This Order of the City of Goshen Building Commissioner is issued on January 10, 2024.

City of Goshen Building Department

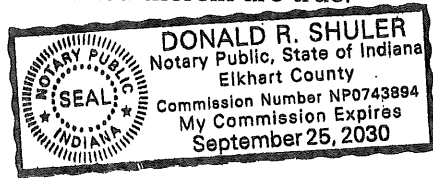

Myron Grise, Building Commissioner

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public in and for said county and State, this January 9, 2024, personally appeared Myron Grise, Building Commissioner for the City of Goshen, Indiana, who acknowledged execution of the foregoing Order for and on behalf of the City of Goshen, Indiana Building Department, as his voluntary act for the purposes stated therein, and who, having been duly sworn, stated that the representations contained therein are true.




Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 601 N. Fifth Street, 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 January 11, 2024:

Ronald Davidhizar
203 Middlebury Street
Goshen, Indiana 46528



Donald R. Shuler, #26587-71
Assistant City Attorney
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

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 (Donald R. Shuler).

This document prepared by Donald R. Shuler, Assistant City Attorney, City of Goshen Legal Department, 204 E. Jefferson Street, Suite 2, Goshen, IN 46526; Ph: 574.537.3855.

Certificate of Service of Building Commissioner Order

RE: Premises at 601 North Fifth Street, Goshen, Indiana


The undersigned hereby certifies that the Order of the City of Goshen Building Commissioner dated January 10, 2024 for the above-referenced premises was issued to the following parties via Regular and Certified Mail on January 11, 2024, with the tracking and return showing signature and service of said Order as indicated:

Ronald Davidhizar
 203 Middlebury Street
 Goshen, Indiana 46528
Certified Mail # 7019 0360 0000 2818 3799
Delivered: December 8, 2023



Donald R. Shuler, #26587-71
 Assistant City Attorney
 City of Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, Indiana 46528

7018 0360 0000 2818 3799

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
Goshen, IN 46528	
OFFICIAL USE	
Certified Mail Fee \$4.35	0936 18
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (h/s/ducopy) \$0.00	
<input type="checkbox"/> Return Receipt (electronic) \$0.00	
<input type="checkbox"/> Certified Mail Restricted Delivery \$0.00	
<input type="checkbox"/> Adult Signature Required \$0.00	
<input type="checkbox"/> Adult Signature Restricted Delivery \$	601 N. 5th St.
Postage \$0.66	
Total Postage and Fees \$8.56	
Sent To	
Street and Apt.	Ronald Davidhizar
City, State, ZIP	203 Middlebury Street Goshen, Indiana 46528
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

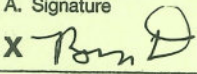
1. Article Addressed to:

Ronald Davidhizar
 203 Middlebury Street
 Goshen, Indiana 46528

2. Article Number (Transfer from service label)

7018 0360 0000 2818 3799

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 X  Agent
 Addressee

B. Received by (Printed Name)
 Ronald Davidhizar

C. Date of Delivery
 1/16/24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™
<input checked="" type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery
<input type="checkbox"/> Insured Mail	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	