



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. September 28, 2020

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Sept. 21

Changes to Agenda

- (1) Rock Run Sewer Improvements Work Outside Normal Hours, JN: 2019-0025C
(Sailor)
- (2) Parking Lot Use for Outdoor Movie Oct. 12
(Jesse Sensenig)
- (3) Agreement for Installation of Accessible Pedestrian Signal w/ Hawks Enterprises, Inc.
(Marks)
- (4) Early Retirement Agreement with Jolinda Lung
(Marks)
- (5) Agreement for Roof Replacement at Fire Station #3 with Horner Roofing & Siding, LLC
(Scharf)
- (6) Agreement with Peterson Consulting, Inc. for Assistance with Capital Asset Reporting
(Scharf)



- (7) Resolution 2020-29: Special Purchase of Street Sweeper and Approve Disposal of Surplus Property
(Sailor)

- (8) Variance Request: Gravel Parking Area at 4345 Midway Rd.
(Charles Koonce)

- (9) Goshen Utilities Hydrant Flushing
(Shepherd)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



**MINUTES of September 21, 2020 Regular Meeting
Board of Public Works & Safety and Stormwater Board**

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

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

Minutes of Sept. 14 were presented.

Landis/Nichols moved to approve minutes of Sept. 14, 2020 as presented. Passed 3-0.

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

Police Department Hiring of Brian P. Marsee, Catherine Jo Schrock, and Saray Santana as Reserve Patrol Officers

Police Chief Jose Miller presented the packet memos.

Landis/Nichols moved to approve the hiring of Brian P. Marsee, Catherine Jo Schrock, and Saray Santana as Reserve Patrol Officers effective Sept. 21, 2020. Passed 3-0.

Mayor Stutsman swore in Brian P. Marsee, Catherine Jo Schrock, and Saray Santana.

Transit Services Agreement with MACOG

City Attorney Bodie Stegelmann presented the packet memo regarding Interurban Trolley local matching funds.

Mayor Stutsman said that expansion of trolley routes is being planned with MACOG. Service will increase along with cost, but Mayor thinks it will be worth it. Clerk-Treasurer Adam Scharf asked about whether Uber/Lyft style on-demand or point-to-point transit service was being considered. Mayor mentioned the on-demand vans serving the fixed Trolley routes. Landis mentioned past delays in the on-demand service and asked about current response times. Mayor said trolley increments were kept to 30 minutes. Landis clarified that he was referring to on-call vans. Mayor did not know.

Landis/Nichols moved to approve the Transit Services Agreement with MACOG and authorize the Mayor to sign. Passed 3-0.



Approval of Amended CBDO Agreement for Multi-unit Housing Rehab 2020

Community Development Specialist Meaghan Bylsma presented the packet memo.

Landis asked whether dollar amount of \$250,000 stays the same and scope of work changes. Bylsma confirmed. **Landis/Nichols moved to approve the amended CBDO agreement for multi-unit housing rehab in program year 2020 with total dollar figure remaining \$250,000. Passed 3-0.**

Agreement with MACOG for Traffic Counts, JN: 2020-0003

Director of Public Works Dustin Sailor presented the packet memo.

Landis/Nichols moved to approve the agreement with MACOG for traffic counts in amount of \$2000. Passed 3-0.

Post-Construction Plan Approval Winchester Trails Phase II, JN: 2020-2013

Director of Public Works Dustin Sailor presented the packet memo.

Landis/Nichols moved to approve the Post-Construction Plan Approval Winchester Trails Phase II, JN: 2020-2013 as it has been found to meet the requirements of Ordinance 4329. Passed 3-0.

Commemorative Sign in Larimer Village

Sailor presented per the packet memo.

Mayor noted this was the first such request he has heard. Asked whether this is a permanent installation. Sailor said it is. Explained it is a secondary sign and the street name does not change.

Landis/Nichols moved to one commemorative sign at the intersection of Brixworth and Larimer that reads "Battles Way." Passed 3-0.

N. Main St. Closure for Rock Run Sewer Improvements, Sept. 22 – Oct. 30, JN: 2019-0025

Sailor presented per the packet memo. Added that project is moving into next phase east of Main St., street is already closed for work south of the creek.

Landis/Nichols moved to approve the temporary closure of N. Main St. between the Rock Run Creek Bridge and intersection of N. Main St. and Middlebury St. Sept. 27 – Oct. 30, 2020. Passed 3-0.



Lincoln Ave. and Steury Ave. Lane Restriction, Sept. 22 – Oct. 16, JN: 2019-0037

Sailor presented per the packet memo.

Landis/Nichols moved to approve the lane restriction near the intersection of Lincoln Ave. and Steury Ave. Sept. 22 – Oct. 16, 2020. Passed 3-0.

Closure of Parking Spaces on Third St., Oct. 12

Sailor presented per the packet memo.

Landis asked about the exact location to confirm it is a residential area. Sailor confirmed.

Landis/Nichols moved to approve the closure of two parking spaces in front of 525 S. Third St. Oct. 12. Passed 3-0.

215 S. Main St. Sidewalk Closure, Oct. Fridays

Brad Weirich, co-owner of Fables Books, explained that they would like to perform some accent and touch-up painting and close the sidewalk to place a lift. Discussion regarding scheduling and lift placement. Sailor noted that there is a sidewalk vault at that location so lift should be placed beyond curb line.

Landis/Nichols moved to approve closure of the sidewalk at 215 S. Main St. Oct. 2 or subsequent Fridays if that Oct. 2 does not work, specifying that Street Dept should be consulted and lift should be not placed over the sidewalk vault. Passed 3-0.

Mayflower Place Closure for Crane Placement and Tree Removal, Sept. 22

Clerk-Treasurer Adam Scharf presented per packet memo on behalf of Jonathan Corbin, My Tree Climber.

Landis/Nichols moved to approve the placement of a crane on Mayflower Place Sept. 22 beginning at noon for several hours for removal of an oak tree. Passed 3-0.

Trick-or-Treating Hours 5:30 – 8:00 p.m. Oct. 31

Mayor announced that after consulting with health officials City is planning to proceed with Trick-or-Treating. Said press release will be forthcoming with additional COVID-19 safety measures. Noted that with kids in school, having them spread throughout neighborhoods should be fine.

Landis/Nichols moved to approve the hours of Trick-or-Treating to be 5:30 – 8:00 p.m. Oct. 31. Passed 3-0.



PRIVILEGE OF FLOOR: No one spoke.

Stutsman/Landis moved to approve civil city and utility claims and to adjourn. Passed 3-0.

Adjournment at 2:26 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **ROCK RUN SEWER IMPROVEMENTS
(JN: 2019-0025C)**

DATE: September 28, 2020

In conjunction with the Rock Run Sewer Improvements project, Selge Construction has requested permission to work outside of the normal working hours of 7:00 a.m. to 10:00 p.m. as established by the Noise Control article of the Health and Public Safety chapter of the Goshen City Code (3.3.1.1). The work will entail a “jack and bore” operation to install a steel casing underneath SR 15, at the east end of Kauffman Park, south of Prospect Avenue. Selge notes that, due to soil conditions, ceasing work outside of the normal working hours may cause them undue hardship and result in a substandard installation. Selge notes that the sound level of the work will be similar to the generators used for dewatering already on site. The work will occur within a 20-ft deep pit and the site is largely sheltered by the SR 15 embankment to the east, a line of trees to the southwest, and Kauffman Park to the west. Installation is proposed within a 2-week window beginning September 28, 2020, and concluding October 9, 2020.

Requested motion: Move to authorize work by Selge Construction to install casing pipe under State Road 15 via “jack and bore” outside of the normal working hours of 7:00 a.m. to 10:00 p.m. between the dates of September 28, 2020 and October 9, 2020.

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



City Clerk-Treasurer
CITY OF GOSHEN

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

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25 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Parking Lot Use Request for Outdoor Movie Oct. 12

Jesse Sensenig, representing Goshen Brewing Company, requests use of half of the Washington St. and Water St. parking lot on Oct. 12th from 5:00 – 9:00 p.m. for the showing of a movie using a Monster message truck. Shirley's Popcorn will also participate.

Petitioner commits to checking with Interra Credit Union and to getting an excise permit for the event.

Mr. Sensenig plans to be available in-person or via Zoom for the Sept. 28 meeting.

Suggested Motion: Approve the use of half of the parking lot adjacent to Goshen Brewing Company for an outdoor movie from 5:00 – 9:00 p.m. Oct. 12th provided that required permits are obtained.

Goshen Board of Public Works & Safety

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

September 28, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Agreement for Installation of Accessible Pedestrian Signal with Hawk Enterprises, Incorporated

Attached is an agreement with Hawk Enterprises, Incorporated for the installation of accessible pedestrian signals at the intersection of College Avenue and Greencroft Boulevard. The compensation under this agreement is a lump sum price of \$8,700. If additional 4C18 is needed for the project, the City will pay the contractor at the rate of \$2.00 per linear foot for the additional materials. The work must be completed by November 15, 2020.

Suggested Motion:

Move to approve and execute the agreement with Hawk Enterprises, Incorporated.

AGREEMENT

Installation of Accessible Pedestrian Signal

THIS AGREEMENT is entered into on _____, 2020, by and between **Hawk Enterprises, Incorporated**, an Indiana Corporation (“Contractor”) whose mailing address is 1850 E. North Street, Crown Point, IN 46307, 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:

1. Scope of Work.

Contractor shall preform all work for the installation of accessible pedestrian signals on existing structures at the crosswalks located at the intersection of College Avenue and Greencroft Boulevard in Goshen. Contractor’s services include providing all labor, materials, tools, equipment, supplies, cost of insurance and bonds, and other miscellaneous costs necessary to complete the work. For the purposes of this agreement, all services shall be referred to as the “Project.”

The Project shall include Contractor providing and installing accessible pedestrian stations with signs and 10 feet of 4C18 (from SPI to station), and include mobilization and demobilization.

All work performed for and materials/equipment used in this Project shall be in accordance with the current edition of INDOT’s Standard Specifications, the Indiana Manual on Uniform Traffic Control Devices and US Access Board Public Right of Way Accessibility Guidelines, all which are incorporated into this agreement by reference. The documents shall be collectively referred to as the “Standard Specifications”.

Contractor shall be responsible for complying with all protective measures, safety requirements, and maintaining the orderly flow of traffic (both vehicular and pedestrian). This shall include providing all traffic control for this Project.

Contractor shall perform all work on this Project between the hours of 7:00 am and 8:00 pm. City shall be notified and shall approve in advance if contractor intends to work on a Saturday and/or a Sunday.

Once Contactor mobilizes, progressive work effort shall be maintained to complete the work as expeditiously as is consistent with professional skill and care in the orderly progress of the Project. Contractor shall not leave the work idle for a period longer than five (5) workdays without prior written authorization from the City.

2. Effective Date; Contract Term.

(A) The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.

(B) Contractor acknowledges that time is of the essence and that the timely performance of the work is an important element of this Agreement. Contractor shall begin work on the Project as soon as practical and perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the Project.

(C) The Contractor shall complete the Project by November 15, 2020.

3. Compensation.

- (A) City shall pay Contractor for the performance of the work a lump sum price of Eight Thousand Seven Hundred Dollars (\$8,700.00). In the event additional linear feet of 4C18 is required for the Project, City shall pay Contractor for the additional materials at the rate of Two Dollars (\$2.00) per linear foot.
- (B) The price covers and includes all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project.
- (C) The City of Goshen is exempt from federal excise and state sales taxes. The price shall not include any tax for which the City is exempt. A tax exemption certificate will be provided if requested. City will not be responsible for any taxes levied on the Contractor as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

4. Payment.

- (A) City shall pay Contractor for the work under this contract upon Contractor's satisfactory completion of the Project.
- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
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 W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- (E) Any payment made by City before final acceptance of the work shall not affect the obligation of the Contractor to repair or replace any defective parts, or otherwise correct any work.

5. Inspection.

All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be free of defects, and subject to the City's inspection and testing. The City shall have the right to reject and return at Contractor's expense or to require at Contractor's expense, the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Standard Specifications.

6. Independent Contractor Status.

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. 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 the contractor and/or the Contractor's agents, employees or subcontractors.

7. 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.

8. 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.
- (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.

9. Indemnification.

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

10. 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 \$2,000,000 aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

11. 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.

12. Default.

- (A) If Contractor fails to perform the work or comply with the provisions of this contract, 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 for this Project.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

13. Termination.

- (A) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this contract, 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 contract.

14. Subcontracting or Assignment of Contract.

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

15. Amendments.

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

16. Waiver of Rights.

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

17. 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 Project. Failure to do so maybe deemed a material breach of contract.

18. Miscellaneous.

- (A) Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

- (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (C) These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

19. Severability.

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

20. Binding Effect.

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

21. Entire Agreement.

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

22. 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

Hawk Enterprises, Incorporated

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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September 28, 2020

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Early Retirement Agreement with Jolinda Lung

In accordance with Ordinance 5047, Jolinda Lung submitted application for COVID-19 early retirement from City employment with her retirement effective on August 8, 2020. Jo has been given at least 45 days to consider and accept the terms of the Early Retirement Agreement under which the City will pay her \$15,000 as a COVID-19 early retirement incentive.

Suggested Motion:

Move to approve and execute the Early Retirement Agreement with Jolinda Lung.

COVID-19 EARLY RETIREMENT AGREEMENT

THIS AGREEMENT is entered into on 9/11, 2020, by and between the **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, (hereinafter referred to as "City"), and **Jolinda Lung**, (hereinafter referred to as "Employee").

WHEREAS, the Goshen Common Council passed Ordinance 5047 to offer an early retirement incentive to certain employees who need to take extra precautions to reduce the risk of contracting COVID-19.

WHEREAS, City's COVID-19 early retirement incentive is offered to employees meeting the eligibility requirements who submit application by August 1, 2020 and elect to voluntarily retire early from City employment on or before October 1, 2020. The early retirement incentive is a lump sum payment up to a maximum of Fifteen Thousand Dollars (\$15,000) and based on the number of hours for which the employee received compensation for the 2019 calendar year (but not greater than two thousand eighty (2,080) hours) divided by two thousand eighty (2,080) hours and multiplied by Five Thousand Dollars (\$5,000) for employees with five (5) years of continuous service to the City. The Five Thousand Dollars (\$5,000) multiplier shall increase by One Thousand Dollars (\$1,000) for each continuous year of service over five (5) years up to a maximum of Fifteen Thousand Dollars (\$15,000) for fifteen (15) or more years of service.

WHEREAS, Employee has articulated apprehension of continued working for the City due to COVID-19 and elects to voluntarily retire early from City employment.

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

CERTIFICATION OF ELIGIBILITY

By the execution of this Agreement, Employee certifies that Employee meets the following eligibility requirements for the COVID-19 early retirement incentive in accordance with Ordinance 5047:

- (a) Employee has at least five (5) years of continuous service with City in a position that is not considered a temporary, intermittent or seasonal position immediately prior to retirement.
- (b) Employee has not previously announced the Employee's intention to retire from City employment.
- (c) Employee meets at least one of the Centers for Disease Control and Prevention's following designated groups of people that are considered at high-risk for severe illness from COVID-19. These high-risk individuals include:

- (i) People 65 years and older; or
- (ii) People of all ages with underlying medical conditions, particularly if not well controlled, including people with chronic lung disease, moderate to severe asthma, serious heart condition, severe obesity (body mass index of 40 or higher), diabetes, chronic kidney disease being treated with dialysis, chronic liver disease, hemoglobin disorders, and people who are immunocompromised.

DATE OF RETIREMENT

Employee elects to voluntarily retire from employment with the City of Goshen which shall be effective on August 8, 2020. Employee's last day of employment will be August 7, 2020.

COVID-19 EARLY RETIREMENT INCENTIVE

In consideration of Employee's acceptance of this Agreement, City shall pay Employee the lump sum of Fifteen Thousand Dollars (\$15,000) as a COVID-19 early retirement incentive. This payment will be made within twenty-one (21) days following the Employee's last day of employment.

OTHER PAYMENT DUE EMPLOYEE

In addition to the COVID-19 early retirement incentive, Employee will receive payment for the following, all in accordance with the current salary ordinance:

- (1) Earned but unpaid wages as of the effective date of retirement listed above.
- (2) Earned but unused compensatory time as of the effective date of retirement listed above.
- (3) Earned but unused vacations leave and any vacation leave accrued since last anniversary date as of the effective date of retirement listed above.
- (4) Accrued sick leave in excess of four hundred eighty (480) hours, up to a maximum of two hundred forty (240) hours, as of the effective date of retirement listed above.
- (5) Increment pay based on the number of continuous calendar years of employment earned through January 1, 2020.
- (6) Longevity bonus prorated as of the effective date of retirement listed above.

City will deduct from payment due to Employee federal, state and county withholding taxes and other deductions the City is required by law to make from wage payments.

HEALTH BENEFITS

- (1) The terms of this Agreement do not increase or decrease Employee's entitlement to health insurance.
- (2) The health insurance benefit currently provided to Employee by City will cease upon retirement from the City of Goshen except to the extent that Employee is entitled to health benefits under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). Employee will receive separate notification of Employee's right to elect COBRA benefits. This Agreement is not intended to be Employee's notice to the Employee's right to elect such benefits.
- (3) The health benefits currently provided by City may cease as early as the day after the effective date of retirement.
- (4) Employee may be eligible to participate in a health insurance benefit plan offered through the Central States, Southeast and Southwest Areas Health and Welfare Fund. Employee's eligibility to participate in the health insurance benefit plan will be determined by the administrators of the Central States, Southeast and Southwest Areas Health and Welfare Fund.

PENSION BENEFITS

- (1) The terms of this Agreement do not increase or decrease Employee's entitlement to pension benefits.
- (2) Employee's eligibility for pension benefits will be determined by the administrators of the Public Employees' Retirement Fund (PERF).
- (3) The amount of pension benefits which Employee will receive will be determined by the administrators of PERF.

RETURN OF CITY PROPERTY

Employee will deliver to City on or before the effective date of retirement all of the City of Goshen's property in Employee's possession, including, but not limited to, any uniforms, tools, equipment, keys, correspondence, memoranda, notes, records, data, information, or documents connected with Employee's employment with City of Goshen.

COOPERATION

Employee agrees to reasonably cooperate with City regarding transfer of all pending work and the transferring of Employee's knowledge with respect to City projects and procedures to City employees who remain employed with City.

VOLUNTARY RETIREMENT

- (1) Employee's election to retire is the employee's free and voluntary act. Employee and City acknowledge that Employee's decision to retire has not been made under any threat of termination.
- (2) Employee acknowledges that City's offer of an early retirement incentive has been fully explained to Employee. Employee has the right to consider the offer and to discuss the offer with financial advisors, attorneys, family or other persons of Employee's choosing.

UNEMPLOYMENT COMPENSATION

City and Employee acknowledge that City continues to have work for Employee if Employee would have elected to remain in City's employment. Since Employee's election to leave employment is voluntary, City and Employee agree that Employee is not eligible for unemployment compensation. Employee agrees that the Employee will not file for unemployment compensation.

WAIVER AND RELEASE OF CLAIMS

- (1) Except for claims that cannot be released under applicable law or any claim that results from either party's failure to fulfill the obligations created by this Agreement, City and Employee release, acquit and discharge any claim of any kind or character that City or Employee may have against the other party.
- (2) Employee acknowledges that, among other rights, Employee is waiving and releasing any rights Employee may have under the Age Discrimination in Employment Act, as amended, that this waiver and release is knowing and voluntary, and that the consideration given for this waiver and release is in addition to anything of value to which Employee was already entitled as an employee of the City. Employee does not waive any rights or claims that may arise after the effective date of this Agreement.
- (3) Employee acknowledges that in accordance with the provisions of the Age Discrimination in Employment Act and the Older Workers Benefit Protection Act, Employee was given a period of at least forty-five (45) days to consider and accept the terms of this Agreement and was advised to consult with an attorney prior to executing this Agreement.
- (4) Employee has also been notified that Employee has a right to revoke this Agreement within seven (7) days from the date Employee signs and returns this Agreement to City (the "revocation period").
- (5) If Employee decides to revoke this Agreement, Employee must send a written notice of the revocation to the Goshen Legal Department at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528.

- (6) If Employee does not revoke this Agreement during the revocation period, the effective date of this Agreement will be upon expiration of the revocation period (the eighth (8th) day following Employee's execution of the Agreement), or the date this Agreement is executed by the Board of Public Works and Safety, whichever is later.

MISCELLANEOUS

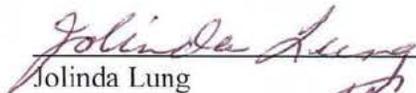
- (1) This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this Agreement shall be in Elkhart County, Indiana.
- (2) In the event that either party brings an action to enforce any right conferred by this Agreement or to force the other party to fulfill any obligation imposed by this Agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.
- (3) 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.
- (4) All provisions, covenants, terms and conditions of this Agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.
- (5) This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Employee.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the dates set forth below.

EMPLOYEE

CITY

Goshen Board of Public Works and Safety



Jolinda Lung

Jeremy P. Stutsman, Mayor

Date: 9-11-2020

Michael A. Landis, Board Member

Mary Nichols, Board Member

Date: _____



City Clerk-Treasurer
CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

24 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Agreement for Roof Replacement at Fire Station #3, 1203 College Ave., with Horner Roofing & Siding, LLC

In February of this year Assistant Fire Chief Mike Happer solicited prices from contractors for the insurance-reimbursable replacement of the shingle roof at Fire Station #3, 1203 College Ave. After evaluating estimates he accepted the estimate from Horner Roofing (copy attached).

Because I had begun the process of re-engaging the City's insurance provider in order to conduct a comprehensive assessment of hail damage to all city-owned buildings I asked that this project be put on hold pending the larger assessment and set of claims.

With the full citywide assessment now complete and actual cash value payments received, we are ready to proceed with this project. I re-engaged Horner Roofing & Siding to adjust their price downward to match the City's final insurance claim amount for this building, as well as to remove an initial deposit requirement, commit to a unit price of \$60/sheet installed for any OSB sheathing requiring replacement, complete work by October 31, 2020, and eliminate all but the first page of their contract. Horner was agreeable to all requested changes and Legal Department has reviewed the contract.

Suggested Motion: Approve the one-page Home Improvement Contract with Horner Roofing & Siding, LLC for the full replacement of the shingle roof at Fire Station #3, 1203 College Ave., for the amount of \$20,583.74 and authorize the Clerk-Treasurer to sign the contract.

Specialist: Tanner Roberts



1821 Clover Road #2, Mishawaka, IN 46545

574-318-0316

Home Improvement Contract

Homeowner: Authorized Representative
 Address: 1203 College Ave
 City, State, Zip: Goshen IN 46526
 Phone: 574-238-3291
 Email: adam.scharf@goshencity.com

All work will be completed as written according to the insurance estimate claim number: out of pocket

- CamScan & Email Insurance Scope to customerservice@hornerroofing.com
- Confirm mortgage company has signed off the 1st check.

Work Order Description

<input checked="" type="checkbox"/> Architectural Roof	<input type="checkbox"/> Metal Roof	<input type="checkbox"/> Vinyl Siding	<input type="checkbox"/> Gutters (QE)	<input type="checkbox"/> Facia(QAP)	<input type="checkbox"/> Additional Structures
Brand: <u>Landmark</u>	Color:	Elevations:	<input type="checkbox"/> All Elevations	LF:	
Color: <u>Matte Black</u>	Initials:		LF:		
Squares with Waste: <u>67.33</u>	#Layers: <u>1</u>		Dspouts: #		
<input checked="" type="checkbox"/> Tear-Off or <input type="checkbox"/> Lay-Over			Color:	Color:	
Dumpster Placement: <u>Left</u> or <u>Right</u>	<u>Back, between grass to sidewalk</u>		Color:	Comers:	
Box Vents: <input type="checkbox"/> or <input checked="" type="checkbox"/> Ridge Vents	<input type="checkbox"/> Ridge Vent		Comers:	Downs:	
Satellite: <input type="checkbox"/> Remove or <input type="checkbox"/> Reset	HOMEOWNER RESPONSIBLE FOR COST TO RESET SIGNAL	J Trim:	Additional Work Order Notes:		
Skylight #: <u>0</u>		Initials:	Gable Returns (#):		
<input type="checkbox"/> Fill Skylight Waiver Form (if no skylight replacement)		Window Wraps:	Gable Cornice Strip (LF):		
<input type="checkbox"/> Reflash Chimney		Color:			
Pipeboot Quantity: <u>5</u>		Elevations:	Needs Done Before Work Can Begin:		
<input checked="" type="checkbox"/> Ice & Water Shield	<input type="checkbox"/> Snow Rail				
<input checked="" type="checkbox"/> Synthetic Underlayment	LF:				
<input checked="" type="checkbox"/> Dripedge Color (QE): <u>white</u>			Approximate Start Date: <u>Done before Oct 31st</u>		

SPECIFICATIONS

Contractor agrees to perform the specified work above in accordance with our agreement. All work will be completed in a professional manner and on a timely basis. All job-related debris will be removed and hauled away by the contractor. Owner/Buyer agrees to provide clear access for material delivery and equipment set-up. Horner Roofing & Siding, LLC agrees to furnish all labor and materials necessary to perform restoration to the premises located at the above address on behalf of the owner/buyer.

Payment Details

First Deposit: \$ 0
 Balance Due Upon Completion: \$ 20,583.74 plus insurance supplements
 Total Contract Price: \$ 20,583.74 plus insurance supplements

THE INSURANCE COMPANY'S FIRST DRAFT OR EQUIVALENT FUNDS THEREOF ALLOCATED FOR THE REPAIRS CONTRACTED BY HORNER ROOFING & SIDING, LLC, AS WELL AS HOMEOWNER DEDUCTIBLE AND ALL ADDITIONAL ADD-ONS PAID IN FULL, WILL BE THE DEPOSIT REQUIRED BY HORNER ROOFING & SIDING, LLC BEFORE RESTORATION BEGINS.

Horner Roofing's Limited Warranty: Standard Three (3) year labor warranty on full roof replacement (only when roof is removed and replaced), siding replacement, upon full payment of this contract, not to exceed three (3) years from job completion date.

Homeowner has read through all three (3) pages of the contract and agree to pay the total amount plus any additional supplements given by the insurance company to complete the work order up to construction code standards.

Payments will start upon completion of the project.

Specialist: _____

Date: 9/23/2020

Homeowner: _____

Date: _____

Note: \$60 per sheet of OSB if rotted wood is found

Specialist: Tanner Roberts



1821 Clover Road #2, Mishawaka, IN 46545

574-318-0316

Home Improvement Contract

Homeowner: Mike Happer
 Address: 1203 College Ave
 City, State, Zip: Goshen IN 46526
 Phone: 574-238-3155
 Email: mike.happer@goshencity.com

All work will be completed as written according to the insurance estimate claim number: _____

- CamScan & Email Insurance Scope to customerservice@hornerroofing.com
 Confirm mortgage company has signed off the 1st check.

Work Order Description						
	<input type="checkbox"/> Architectural Roof	<input type="checkbox"/> Metal Roof	<input type="checkbox"/> Vinyl Siding	<input type="checkbox"/> Gutters	<input type="checkbox"/> Facia	<input type="checkbox"/> Other
Brand: <u>Landmark</u>		Color:	Color:	<input type="checkbox"/> All Elevations	LF:	
Color: _____		Initials: _____		LF:		
Squares with Waste: <u>67.33</u>				Dspouts : #		
Tear-Off or Lay-Over				Color:	Color:	
Dumpster Placement: <u>Back between grass and sidewalk</u>				Additional Work Order Notes:		
Box Vents or Ridge Vents		<input type="checkbox"/> Ridge Vent		Additional Structures:		
Satellite: <u>Remove</u> or <u>Reset</u>		HOMEOWNER RESPONSIBLE FOR COST TO RESET SIGNAL		Approximate Start Date: <u>end of summer / fall</u>		
Skylight #: <u>0</u>				no nails left at all!!		
<input type="checkbox"/> Fill Skylight Waiver Form (if no skylight replacement)						
<input type="checkbox"/> Reflash Chimney						
Pipeboot Quantity: <u>3</u>		<input type="checkbox"/> Snow Rail				
<input checked="" type="checkbox"/> Ice & Water Shield		LF: _____				
<input checked="" type="checkbox"/> Synthetic Underlayment						
<input checked="" type="checkbox"/> Dripedge Color <u>white</u>						

SPECIFICATIONS

Contractor agrees to perform the specified work above in accordance with our agreement. All work will be completed in a professional manner and on a timely basis. All job-related debris will be removed and hauled away by the contractor. Owner/Buyer agrees to provide clear access for material delivery and equipment set-up.

Horner Roofing & Siding, LLC agrees to furnish all labor and materials necessary to perform restoration to the premises located at the above address on behalf of the owner/buyer.

Payment Details

First Deposit: \$ 5,000.00
 Balance Due Upon Completion: \$ 14,150.00 plus insurance supplements
 Total Contract Price: \$ 24,150.00 plus insurance supplements

THE INSURANCE COMPANY'S FIRST DRAFT OR EQUIVALENT FUNDS THEREOF ALLOCATED FOR THE REPAIRS CONTRACTED BY HORNER ROOFING & SIDING, LLC, AS WELL AS HOMEOWNER DEDUCTIBLE AND ALL ADDITIONAL ADD-ONS PAID IN FULL, WILL BE THE DEPOSIT REQUIRED BY HORNER ROOFING & SIDING, LLC BEFORE RESTORATION BEGINS.

Horner Roofing's Limited Warranty: Standard Three (3) year labor warranty on full roof replacement (only when roof is removed and replaced), siding replacement, upon full payment of this contract, not to exceed three (3) years from job completion date.

Homeowner has read through all three (3) pages of the contract and agree to pay the total amount plus any additional supplements given by the insurance company to complete the work order up to construction code standards.

Payments will start upon completion of the roof. No payments will be made until the certificate of completion is signed.

Specialist: _____ Date: 2/20/2020

Homeowner: _____ Date: 2/20/20



Horner Roofing & Siding, LLC

Insured: Mike Happer
Property: 1203 College Ave.
Goshen, IN 46526

Home: (574) 238-3655
E-mail: mikehapper@goshencity.com

Estimator: Sarah Lemon
Business: 1821 Clover Rd. Suite #2
Mishawaka, IN 46545

Business: (574) 318-0316
E-mail: sarah@hornerroofing.com

Claim Number: N/A

Policy Number: N/A

Type of Loss: <NONE>

Date of Loss:
Date Inspected:

Date Received:
Date Entered: 2/5/2020 9:13 AM

Price List: INSB8X_FEB20
Restoration/Service/Remodel
Estimate: MIKE_HAPPER

Dear Mike Happer,

Thank you for choosing to use Horner Roofing! We look forward to serving your general contracting needs. If you have any questions about this estimate, please call Sarah Lemon (574)318-0316. As General Contractor, Horner Roofing is required to handle the permit process, OSHA regulations compliance, General Liability Insurance for the project and Workmen's Compensation Insurance for Horner Roofing employees /subcontractors that Horner Roofing supervises, or otherwise enter the job site while work is in progress. Contractor's license will be furnished upon request. The following estimate is based on the damages noted at the time of inspection by a Horner Roofing representative. During the repair process, any further damages that are discovered or come forth will be submitted in a supplement estimate that will include (but not be limited to) the building permit fee, etc. This estimate is for the use of Horner Roofing only and those parties authorized to view. Unauthorized viewing, duplication or distribution is strictly prohibited. If you are not an intended recipient of this document, please destroy it at once. Copyright 2015.



MIKE_HAPPER

MIKE_HAPPER

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
1. Remove Laminated - comp. shingle rfg. - w/ felt	60.98 SQ	47.79	0.00	0.00	2,914.23
2. Laminated - comp. shingle rfg. - w/ felt	67.33 SQ	0.00	172.09	464.52	12,051.34
3. R&R Drip edge	431.50 LF	0.29	1.92	21.14	974.76
4. Ice & water barrier	864.00 SF	0.00	1.40	19.35	1,228.95
5. R&R Continuous ridge vent - aluminum	127.50 LF	0.73	7.03	26.42	1,015.83
6. R&R Flashing - pipe jack	2.00 EA	6.13	34.96	1.48	83.66
7. R&R Flashing - pipe jack - split boot	3.00 EA	6.13	66.24	8.21	225.32
8. R&R Ridge cap - composition shingles	132.00 LF	2.09	3.38	9.61	731.65
9. Additional charge for high roof (2 stories or greater)	26.64 SQ	4.60	0.00	0.00	122.54
10. Additional charge for high roof (2 stories or greater)	26.64 SQ	0.00	15.09	0.00	402.00
11. Asphalt starter - universal starter course	431.50 LF	0.00	1.84	19.94	813.90
Total: MIKE_HAPPER				570.67	20,564.18

Additional

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	TOTAL
12. Dumpster load - Approx. 30 yards, 5-7 tons of debris	1.00 EA	535.42	0.00	0.00	535.42
13. Taxes, insurance, permits & fees (Bid Item)	1.00 EA	0.00	51.00	0.00	51.00
Totals: Additional				0.00	586.42
Line Item Totals: MIKE_HAPPER				570.67	21,150.60



Summary for Dwelling

Line Item Total	20,579.93
Material Sales Tax	570.67
Replacement Cost Value	\$21,150.60
Net Claim	\$21,150.60

Sarah Lemon



Recap of Taxes

	Material Sales Tax (7%)	Manuf. Home Tax (7%)	Storage Tax (7%)
Line Items	570.67	0.00	0.00
Total	570.67	0.00	0.00



Recap by Room

Estimate: MIKE_HAPPER	19,993.51	97.15%
Additional	586.42	2.85%
<hr/>	<hr/>	<hr/>
Subtotal of Areas	20,579.93	100.00%
<hr/>	<hr/>	<hr/>
Total	20,579.93	100.00%



Recap by Category

Items	Total	%
GENERAL DEMOLITION	4,096.94	19.37%
PERMITS AND FEES	51.00	0.24%
ROOFING	16,431.99	77.69%
Subtotal	20,579.93	97.30%
Material Sales Tax	570.67	2.70%
Total	21,150.60	100.00%

Thank -you for your business!



City Clerk-Treasurer
CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

24 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Agreement with Peterson Consulting, Inc. for Assistance with Reporting Requirements of Governmental Accounting Standards Board ("GASB") Statement No. 34

For a number of years the City has contracted with Peterson Consulting, Inc. for services related to capital asset reporting (land and rights-of-way, buildings and improvements, equipment and vehicles, computer software, and general infrastructure). This is an annual renewal of the 2019 contract with the same terms and price.

Suggested Motion: Approve and execute the Agreement for Assistance with Reporting Requirements of GASB Statement No. 34 with Peterson Consulting, Inc. in the amount of \$5,150 for capital asset reporting for fiscal year 2020.

AGREEMENT

Assistance with Reporting Requirements of GASB Statement No. 34

THIS AGREEMENT is entered into on this _____ day of _____, 2020, between Peterson Consulting Services, Inc., hereinafter referred to as "Consultant", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the Board of Public Works and Safety determines it is expedient and in the best public interest to employ professional accounting services for the financial reporting relating to capital assets for fiscal year ending December 31, 2020

WHEREAS, the City desires to contract with Consultant, and Consultant agrees to assist the City to meet the financial reporting standards related to capital assets as delineated in Government Accounting Standards Board (GASB) Statement No. 34.

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

CITY'S RESPONSIBILITIES

City shall be responsible for providing complete and accurate information to Consultant.

City shall prepare the actual capital assets report.

SCOPE OF SERVICES

Consultant's services under this agreement shall be to provide the following assistance to ensure the City's process of meeting the retroactive financial reporting standards related to capital assets and general infrastructure for the fiscal year ending December 31, 2020 as delineated in GASB Statement No. 34. Consultant shall:

1. Review the necessary policy requirements related to capital assets as to capitalization of assets and potentially enhancing the City's existing Capital Asset Policy;
2. Provide input as to the reporting of capital asset additions;
3. Provide input as to the reporting of capital asset retirements;
4. Assist the preparation of the capital asset worksheets for fiscal year ending December 31, 2020 for the following asset accounts and functional classifications:
 - Land and rights-of-way
 - Buildings and land improvements
 - Equipment and vehicles
 - Computer software
 - General infrastructure: streets, alleys, bridges, sidewalks, traffic signals and storm sewers.
5. Assist the preparation of the construction-in-progress account for the fiscal year ending December 31, 2020 relating to buildings and general infrastructure.
6. Assist in the preparation for fiscal year ending December 31, 2020, a capital asset summary and compilation indicating assets not being depreciated, assets being depreciated, total capital assets net of depreciation, and total net capital assets.

Consultant shall transmit the necessary data and information to City via e-mail and with telephone conversations, and shall provide updated capital asset worksheets for 2020 via email.

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

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Consultant acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Consultant shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Consultant's services shall begin as soon as practical after receiving a notice to proceed from the City and shall be completed within ninety (90) calendar days from receipt of the notice to proceed.

COMPENSATION

The City agrees to compensate Consultant for the services in this agreement in accordance with Consultant's quoted fixed fee in the amount of Five Thousand One Hundred Fifty Dollars (\$5,150.00), plus reimbursable expenses such as postage, shipping, long distance telephone calls and faxes, or travel expenses such as mileage (at standard IRS mileage rate) and tolls in an amount not to exceed Two Hundred Fifty Dollars (\$250.00).

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

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

Consultant agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Consultant or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall

include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

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

BREACH

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

If Consultant fails to perform the work or comply with the provisions of this Agreement, then Consultant may be considered in default.

Consultant may also be considered in default by the City if any of the following occur:

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

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all work performed and expenses reasonably

incurred prior to notice of termination.

- (2) The City may terminate this contract, in whole or in part, in the event of default by Consultant. In such event, the City may issue a written notice of default and provide a period of time in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may secure similar work in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

Upon termination for any reason, the City shall be entitled to the use of all plans, drawings, specifications and other documents pertaining to the project prepared by Consultant under this Agreement.

OWNERSHIP OF DOCUMENTS

The City acknowledges Consultant's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the services and payment in full of all monies due to Consultant.

ASSIGNMENT

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

MODIFICATIONS

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

NOTICES

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

Address for notices to the City:

City of Goshen
Attention: Clerk-Treasurer
202 S. Fifth St., Suite 2
Goshen, IN 46528

Address for notices to Consultant:

Peterson Consulting Services, Inc.
Attention: Jon Peterson
1030 South La Grange Road, Suite 23
La Grange, IL 60525
jon.peterson@pcsi-consulting.com

APPLICABLE LAWS

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

MISCELLANEOUS

- 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 requirements 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 non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Consultant shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Consultant shall not knowingly employ or contract with an unauthorized alien. Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen
Board of Public Works and Safety

Peterson Consulting Services, Inc.

Jeremy Stutsman, Chair

Margaret R. Peterson, President

Michael Landis, Member

Jon C. Peterson, Director

Mary Nichols, Member

Date:

Date:



**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: Mayor Jeremy Stutsman

FROM: Dustin Sailor, Director of Public Works

RE: **STREET SWEEPER PURCHASE
(FILE: STORMWATER 2020 CORRESPONDENCE)**

DATE: September 22, 2020

The Goshen Stormwater Department has the funding for a new street sweeper to be purchased in the 2020 budget. Based on the advice of Central Garage, \$300,000 was budgeted.

The Goshen Street Department has tested several manufacturer's street sweepers, and bid specifications are being developed to complete the purchase in 2020 with delivery in 2021. Through the equipment review process, Elgin has made an offer to the City of Goshen that would allow the City to purchase the demonstration model at substantial savings to the Stormwater Department. The current offer is a base purchase price of \$264,500¹, and a more than fair trade-in credit for our existing street sweeper of \$40,000. With trade-in, the final purchase price would be \$224,500.

Carl Gaines, Bodie Stegelmann, and I met to discuss this offer and evaluate whether it met the intent of the state's "Good Deal" clause. Counselor Stegelmann advised there is no monetary or percentage amount in the statute that establishes a good deal. From the perspective of Central Garage and Stormwater, an anticipated savings of \$60,000 is a good deal when it represents 12-percent of the Stormwater Department's annual revenue/budget.

The benefits of the offer are:

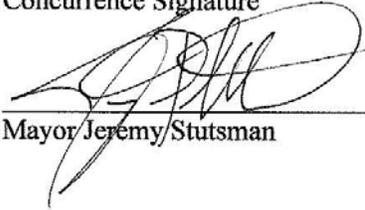
1. The equipment is ready for delivery in a matter of weeks as opposed to months.
2. The equipment comes with the standard 1-year service warranty on sweeper components.
3. The equipment will have 1 year of the 2-year chassis warranty remaining (Service date of September 23, 2019).
4. The equipment will have 4 years of the 5-year emissions warranty remaining (Service date of September 23, 2019).
5. The equipment will have 4 years of the 5-year, 100,000 mile extended engine warranty

¹ Standard pricing for the street sweeper is \$285,000.

6. With the anticipated savings, the money can be used to offset the cost for an additional Stormwater Department employee or make the drainage improvements on Blackport Drive, which has an expanded scope due to issues discovered during design.

To proceed with this Good Deal offer, we need your support. If you concur with the findings of Central Garage and the Stormwater Department, please sign below. Goshen Legal will then prepare a resolution for the Board of Works to consider and approve to complete the equipment's purchase.

Concurrence Signature

A handwritten signature in black ink, appearing to be 'J. Stutsman', written over a horizontal line.

Mayor Jeremy Stutsman



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **SUBSTANTIAL SAVINGS - STREET SWEEPER PURCHASE
(JN: STORMWATER – 2020 CORRESPONDENCE)**

DATE: September 28, 2020

Goshen has been working to solicit bids for a new street sweeper. In the process of having different street sweeper's demonstrated, Jack Doheny Company offered the City their 2020 demonstration model at a \$20,000 savings and further offered \$40,000 for the City's existing 2012 street sweeper. The culmination of the offer represents a \$60,000 savings, which represents 12-percent of the Goshen Stormwater Department's annual revenue.

This offer was reviewed with the Goshen Legal Department, and City staff is of the opinion the purchase represents a substantial to the City in accordance with Indiana Code 5-22-10-5.

Staff requests the Board's authorization to purchase an Elgin street sweeper on a 2020 Freightliner M2 106 Chassis with a Cummins L9, 260 HP Engine, and Allison 18M13 Automatic Transmission at a purchase price of Two Hundred Sixty-Four Thousand Five Hundred dollars (\$264,500.00)

Additionally, staff requests the Board declare the City's 2012 Swartze street sweeper, mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870, as surplus property and eligible for trade-in to Jack Doheny Company for a trade-in value of \$40,000.00.

Requested Motion: Move to approve Jack Doheny Company's offer of the demonstration street sweeper model as a substantial savings to the City in accordance with Indiana Code 5-22-10-5, and further move to declare the City's 2012 Swartz street sweeper as surplus property making it eligible for trade to Jack Doheny for \$40,000. The final street sweeper purchase price will be \$224,500.

RESOLUTION 2020-29

Special Purchase of Street Sweeper and Approve Disposal of Surplus Property

WHEREAS, Indiana Code 5-22-10-5 allows the City to make a special purchase without soliciting bids or proposals where there exists a unique opportunity to obtain equipment at a substantial savings to the Goshen Board of Public Works and Safety; and

WHEREAS, the City of Goshen Stormwater Department planned to purchase a new street sweeper in 2020, and had budgeted the amount of Three Hundred Thousand dollars (\$300,000.00) for such purchase; and

WHEREAS, while the City was developing bid specifications for the street sweeper purchase, Jack Doheny Company presented to the City an offer to purchase a Demonstrator Model Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission at a purchase price of Two Hundred Sixty-Four Thousand Five Hundred dollars (\$264,500.00), and the vendor offered a trade-in credit for the City's current 2012 Swartze street sweeper mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870 of Forty Thousand dollars (\$40,000.00) which was an amount greater than anticipated for a trade-in credit (further details of such offer are attached hereto in the form of a Memorandum from Director of Public Works Dustin Sailor to Mayor Jeremy Stutsman); and

WHEREAS, the City wishes to purchase the subject demonstration model street sweeper without soliciting bids or proposals under Indiana Code 5-22-10-5.

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

1) That purchasing the Demonstrator Model Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission from Jack Doheny Company at a cost of Two Hundred Sixty-Four Thousand Five Hundred dollars (\$264,500.00), with trade-in credit for our existing street sweeper of Forty Thousand dollars (\$40,000.00), constitutes a unique opportunity to obtain a street sweeper at a substantial savings under Indiana Code 5-22-10-5, as compared to purchasing the same model through bids or proposals.

2) The City approves the purchase of the above described street sweeper from Jack Doheny Company pursuant to the terms of a mutually acceptable contract with Jack Doheny Company. A copy of the purchase contract is attached to this resolution.

3) The City declares its 2012 Swartze street sweeper mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870 as surplus property and authorizes the disposal of such as a trade-in on the purchase of the Demonstrator Model Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission.

4) The contract records for the special purchase resolved 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 and ADOPTED by the Goshen Board of Public Works and Safety on September ____, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

PURCHASE CONTRACT

Elgin Street Sweeper on 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Jack Doheny Company, hereinafter referred to as “Supplier”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City.”

WHEREAS, the City desires to purchase from the Supplier, and Supplier agrees to provide a Demonstrator Model Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission at a purchase cost of \$264,500.00; and

WHEREAS, the City desires to trade-in a 2012 Swartze street sweeper mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870, and Supplier agrees to provide a trade-in allowance of \$40,000.00 for such vehicle.

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

PURCHASE

Supplier agrees to provide the City with a Demonstrator Model Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission, as identified in Exhibit A. City agrees to trade-in the 2012 Swartze street sweeper mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870.

Supplier shall warrant the Broom Bear Sweeper for one (1) year, and warrant the engine and emissions for five (5) years or 100,000 miles, from September 23, 2019.

Supplier shall pick-up the 2012 Swartze street sweep and within one week from the pickup, shall deliver the Elgin street sweeper built on a 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission.

TERM OF THE AGREEMENT

This Contract shall become effective on the date of execution and approval by both parties. Supplier shall provide the equipment to the City as expeditiously as is consistent with professional skill and care. The equipment to be purchased shall be delivered to the City’s Street Department, 475 Steury Avenue, Goshen, Indiana on or before October 12, 2020.

COMPENSATION

The City agrees to compensate Supplier for the equipment in this Purchase Contract in the amount of \$224,500.00, which reflects a \$40,000 trade-in allowance for the 2012 Swartze street sweeper mounted on a Freightliner M2 chassis VIN# 3ALACXDT4DDFE1870.

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

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

INDEMNIFICATION

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

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The

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

BREACH

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

If Supplier fails to perform the work or comply with the provisions of this Agreement, then Supplier may be considered in default.

Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Agreement.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Supplier 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 Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 purchase equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.

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

ASSIGNMENT

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

MODIFICATIONS

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

NOTICES

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

Address for notices to the City:

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

Address for notices to Supplier:

Jack Doheny Company
Attention: _____
4937A Fieldstone Dr.
Whitestown, IN 46075

APPLICABLE LAWS

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

MISCELLANEOUS

- 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 requirements 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 non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

CONTRACTING WITH RELATIVES

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

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen
Board of Public Works and Safety

Jack Doheny Company

 Jeremy P. Stutsman, Mayor

By: _____

 Mary Nichols, Member

 Printed

 Michael Landis, Member

 Title

Date: _____

Date: _____

Exhibit A

PRODUCT DESCRIPTION

· Conveyor squeegee, variable height, right side dumping, 4.5 cubic yard hopper, with dual, hydraulically driven, trailing arm side brooms, sweeper is powder coated from powder coatings chart 2003/N with powder coated gray undercarriage.

STANDARD FEATURES

- Broom side, 46" steel vertical digger 4 or 5 segment
- Broom side, air floating suspension with adjustable reach, air deploy
- Broom, main, 34" diameter, 60" wide prefab disposable
- Broom Measurement Ruler
- Camera, Rear with in-cab monitor
- Conveyor chain, hardened with polyurethane sprockets
- Conveyor, 11 flight squeegee with rubber edging
- Conveyor, lift independent from main broom
- Conveyor, three piece replaceable wear plates
- Conveyor flush out system
- Conveyor raise in reverse
- Conveyor stall alarm
- Dirt shoes, heavy duty single row carbide steel (rubber isolated)
- Electric backup alarm
- Hopper inspection door
- Hopper, 4.5 cu yd. with window and skylight
- Hopper up indicator and beep
- Hopper, variable high dump; 9' 6", 4.5 yard
- Hose, hydrant fill, 16' 8" with coupling
- Hydraulic oil level gauge w/ external thermometer and in-cab level light
- Hydraulic system, load sensing with selectable transmission driven PTO pump
- Lights, automatic backup
- Lights, combination tail/stop, separate amber signal
- Lights, flood light, one per broom (3)
- Manuals, operator and parts
- Rear broom cover and anti-carryover wrap
- Rear broom spray bar
- Rear right hand flood light
- Reflectors, set of 6
- Sidebroom speed control, external to cab
- Sweep resume/raise in reverse
- Tactile controls for all sweep functions
- Tool storage
- Water fill, anti-siphon
- Water level indicator in-cab
- Water Pump, electric diaphragm

- Water tank, molded polyethylene, 360 gallon total nominal capacity

ADDITIONAL FEATURES

- Left Hand Fender Mounted Mirror
- 12" Convex Mirrors
- Spare Chassis Key
- Spare Tire & Rim
- In Cab Air Restriction Gauge for Chassis
- Sidebroom Tilt Option Right Hand
- In-Cab Variable Speed and Reversing Broom Control
- Air Purge for Water System
- Variable Speed Conveyor
- Lifeliner Hopper System
- Hydraulic Oil Temperature Display
- (3) LED Work Lights
- Package 2: Single Rear/Single Hopper Beacon; LED with Guard
- Arrowboard

PAINT

- Sweeper Painted Standard White
- Red Logo

CHASSIS

- 2020 Freightliner M2 106 Chassis, Cummins L9, 260 HP Engine and Allison 18M13 Automatic Transmission

From: Deegan, Rossa rossadeegan@goshencity.com
Subject: RE: 4345 Midway - parking
Date: Aug 25, 2020 at 1:40:06 PM
To: Charles Koonce [REDACTED]

Chuck,

Thanks for the zoning clearance and plan. I'll need you to revise the plan (clean copy attached here) so that it shows the following:

- Parking area in clean lines. The site plan shows an uneven patch of white area.
- The dimensions of the parking area should be labeled on the plan
- Since you are requesting gravel, please also label it gravel.
- If you plan to store more than 1 car on the gravel, the gravel area should be wide enough for those cars, because they will not be allowed to maneuver on grass. Minimum size for a parking space is 9' x 20'. If the space is only for parking one car, then 10'x25' will do.
- Please label the distance from the property line to the edge of the gravel (this is called the side setback). The aerial is scaled, so please use that rule.

Once I have the updated plan, I'll get you the information for contacting the Clerk-Treasurer to file for Board of Works. Let me know if you have any questions.

Sincerely,

Rossa Deegan
Assistant Planning & Zoning Administrator
City of Goshen
204 E Jefferson St, Suite 4
Goshen, IN 46528
rossadeegan@goshencity.com
574-534-3505

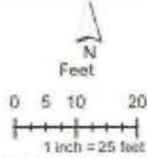
From: Lipscomb, Lori
Sent: Monday, August 24, 2020 8:07 AM
To: Deegan, Rossa <rossadeegan@goshencity.com>
Subject: FW: parking

Lori Lipscomb



Midway Rd

The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any suggestion of the legal status they represent. Any implicit warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly voided. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless, and indemnify the City of Goshen and Elkhart County and its employees and officers. This agreement covers all copies, electronic or print, of data supplied to the recipient of the city and county, except out of the jurisdiction.



4345 Midway Road

2019 Aerial

The City of Goshen
Department of
Planning & Zoning

204 East Jefferson Street, Goshen, Indiana 46525
Phone: 574-634-3102 Fax: 574-533-8825



Marvin Shepherd, Manager
Water Quality
CITY OF GOSHEN

308 North 5th Street • Goshen, IN 46528-2802

Email marvshepherd@goshencity.com

Phone (574) 534-5306 • Cell (574) 349-0485 • TDD (574) 534-3185

09/15/2020

Goshen Utilities will start the fall hydrant flushing program beginning Monday October 5th, 2020, through Friday October 9th, weather permitting.

From Monday, October 5th through Friday October 9th, we will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern tracks.

Also on Monday, October 5th, we will start our night time flushing from 9 p.m. to 6 a.m. between North Greene Road heading west to the city limits and between the Norfolk Southern tracks to the city limits south.

On Tuesday, October 6th, we will start flushing from 9 p.m. to 6 a.m. between Cottage Avenue and 10th Street between the Norfolk Southern tracks south to the city limits, and between Lincolnway East and the Norfolk Southern tracks heading east to the city limits.

On Wednesday October the 7th, we will start flushing from 9 p.m. to 6 a.m. between Pike Street and the city limits south and between North Greene Road and Cottage Avenue.

On Thursday October 8th, from 9 p.m. to 6 a.m. We will be flushing between Norfolk Southern and the city limits to the south, between North Greene Road to the city limits to the west.

We ask that you avoid doing laundry on the day we are close to your home, due to the rust that we are removing from the water mains. If you do have a problem with your laundry, please call us and we will have some special soap for you.

If you have any questions or concerns contact our office at 574-534-5306

Fire Hydrant Flushing Zones - Year Of 2020 - CITY OF GOSHEN, IN

LEGEND

Fire Hydrant Flushing Zones

- Monday the 5th through Friday, the 9th, 8.30 AM to 3.30 PM
- Starting Monday the 5th, 9 PM to 6 AM
- Starting Tuesday the 6th, 9 PM to 6 AM
- Starting Wednesday the 7th, 9 PM to 6 AM
- Starting Thursday the 8th, 9 M to 6 AM

