

MINUTES of Sept. 13, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

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

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

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

Review/approval of Minutes: The minutes of the Sept. 7, 2021 meeting of the Board of Works & Safety and Stormwater Board were presented. **Board member Landis moved to approve the minutes as presented and the motion was seconded by Board member Nichols. Motion passed 5-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda with the addition of one item – the award/purchase of a new sewer truck – to the end of the agenda. **Landis moved to approve the revised agenda and the motion was seconded by Nichols. Motion passed 5-0.**

1. Fire Department request: Promotion of Adam W. Peisker to Private First Class

Assistant Chief Bruce Nethercutt of the Goshen Fire Department reported that Adam W. Peisker has completed his probationary year at GFD as of Sept. 1, 2021. Based on his performance and recommendations from his shift Battalion Chief and Training Officer, Assistant Chief Nethercutt requested that Adam W. Peisker be promoted to Private First Class for the Fire Department, retroactive to Sept. 1.

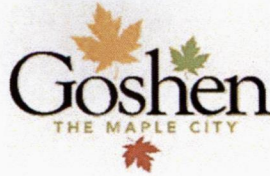
Landis/Nichols moved to approve the request that Adam W. Peisker be promoted to Private First Class for the Fire Department, retroactive to Sept. 1, 2021. Motion passed 5-0. Mayor Stutsman then swore Adam W. Peisker into office.

2. Request for placement of movie screen in city parking lot for Goshen Brewing (Jesse Sensenig)

The applicant was not present, so the item was moved to the end of the agenda.

3. Request for street closure: the alley between 111 and 113 S. 7th Street (Jesse Stoltzfus)

Jesse Stoltzfus, who lives at 113 S 7th St., requested closure of the east-west alley between 111 S. 7th St. and 113 S. 7th, between 9 a.m. and 10 p.m. on Sept. 26, 2021 for a private party.



Stoltzfus said he would like to use the alley space for the party. Stoltzfus said he has received support for the request from his neighbor at 111 S. 7th St. Stoltzfus said only his driveway will be affected. He said no parking will be affected and all other property owners, including his alley neighbor, will still have driveway access to their properties. Stoltzfus shared the history of his home and different house parties that were held there dating back to 1896.

Landis/Nichols moved to approve closure of the east-west alley between 111 S. 7th St. and 113 S. 7th, from 9 a.m. and 10 p.m. on Sept. 26, 2021 for a private house party. Motion passed 5-0.

4. Request for closure of 3rd Street for St. John The Evangelist Catholic Church (Jonathan Evangelista)

Jonathan Evangelista, pastoral associate at St. John the Evangelist Catholic Church, said the church is planning to hold its annual parish festival in the parking lot of the church and school. Evangelista said that to ensure safe access, St. John was requesting permission for a partial closure of 3rd Street from 1 to 9 p.m. on Sept. 18.

Landis/Nichols moved to approve the partial closure of 3rd Street, next to the St. John The Evangelist Church property, from 1 to 9 p.m. on Sept. 18. Motion passed 5-0.

5. Request for closure of Main Street from Jefferson to Lincoln for Touch-A-Truck Event (Tanya Heyde)

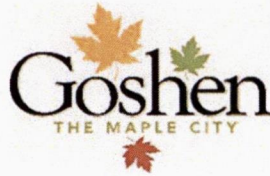
Tanya Heyde, superintendent of the Goshen Parks and Recreation Department, requested the closure of Main Street, from Jefferson Street to Lincoln Avenue, on Saturday, Sept. 25, 2021, from 8 a.m. to 1 p.m. The closure was requested for the city's Touch-A-Truck, a family-friendly event which will give people the opportunity to explore and interact closely with the city's equipment, trucks and vehicles. Additionally, the event will offer city officials an opportunity to connect with the community. The event will be from 10 a.m. until noon. Heyde said downtown businesses were informed of the event.

Landis/Nichols moved to approve the closure of Main Street, from Jefferson Street to Lincoln Avenue, on Saturday, Sept. 25, 2021, from 8 a.m. to 1 p.m. Motion passed 5-0.

6. Public notification of Goshen Dam toe drain repair

Goshen Director of Public Works & Utilities Dustin Sailor advised the Board that Elkhart County Parks is working with Selge Construction to repair the toe drain at the Goshen Dam Pond. As a result, the headwaters structure, the public restrooms, the parking lot and access to the Millrace Trail will be closed for the duration of the project. The project began on Sept. 8 and is scheduled to be completed by Oct. 1. Sailor said the areas are closed to allow for the staging and use of equipment. Asked by a board member if the project will be completed by Oct. 1, Sailor said the company has been given up to 60 days to complete its work.

No action was taken because this was an information-only agenda item.



7. Post-Construction Plan Approval of Goshen Health-North and South Parking Lots (JN: 2019-2009)

Director of Public Works & Utilities Dustin Sailor notified the Board that the developer of the Goshen Health - North and South Parking Lots project, affecting one or more acres of land, has submitted a sufficient post-construction plan for each parking lot and found to be compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." The Stormwater Department requested the Stormwater Board's acceptance of these plans, both of the post-construction stormwater management plans for the Goshen Health - North and South Parking Lots project as it has been found to meet the requirements of City Ordinance 4329.

Landis/Nichols moved to accept both of the post-construction stormwater management plans for the Goshen Health - North and South Parking Lots project as it has been found to meet the requirements of City Ordinance 4329. Motion passed 5-0.

8. Waste Water Treatment Plant Floodway Mapping Agreement (JN: 2019-0025A)

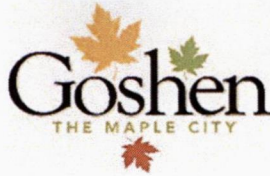
Director of Public Works & Utilities Dustin Sailor notified the Board that as part of the Waste Water Treatment Plant Improvements Project, the existing sludge storage lagoon will be closed and backfilled with excavated soil from the project. Existing floodway mapping shows the 100-year flood elevation to fall within the sludge storage lagoon, which will prevent any fill from being placed within this area. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the lagoon and prepare a FEMA Letter of Map Change to request removal of the lagoon embankment area from the published flood area. Sailor asked for approval of an agreement for the work.

Landis/Nichols moved to approve the agreement with Abonmarche Consultants, Inc. for the preparation and submittal of a FEMA Letter of Map Change requesting removal of the existing WWTP sludge storage lagoon embankment areas from the published flood area for a contract price of \$4,350. Motion passed 5-0.

9. Waste Water Treatment Plant Water Line Survey (JN: 2019-0025A)

Director of Public Works & Utilities Dustin Sailor told the Board that as part of the Waste Water Treatment Plant (WWTP) Project, a new water line was installed on the WWTP property with the intent of the line being a city-owned water main. Sailor said because the line is on WWTP property, it will require an easement to become a public water line. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the water line and provide a metes and bounds legal description. He also asked for the approval of the agreement with Abonmarche.

Landis/Nichols moved to approve the agreement with Abonmarche Consultants, Inc. for the preparation of a metes and bounds legal description of an existing water line at the WWTP for a contract price of \$1,200. Motion passed 5-0.



10. Award proposal to purchase a combination sewer jetter rodder truck and approve agreement

Carla Newcomer, a paralegal with the City Legal Department, informed the Board that the city solicited proposals for the purchase of a 2021 Combination Sewer Jetter Rodder Truck. The city received a quote from the Jack Doheny Company for \$483,898.25 for the truck and a trade-in allowance of \$85,000 for a 2012-2100 plus Vector Truck and a total purchase price of \$401,155.25. The city received a second quote from Brown Sewer Equipment for \$485,928 for the truck and a trade-in allowance of \$65,000 for a 2012-2100 plus Vector Truck and a total purchase price of \$420,928. Newcomer said there were two other proposals, but they were non-responsive. Newcomer said the Street Department would like to purchase a 2021-2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012-2100 plus Vactor Truck with a trade-in allowance of \$85,000 for a total purchase price of \$401,155.25 from the Jack Doheny Co.

Landis/Nichols moved to approve the award the quote for the purchase of 2021-2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012-2100 plus Vactor Truck to the Jack Doheny Co. as the lowest responsible and responsive bidder and to approve and execute the agreement with the Jack Doheny Co. for the purchase of the previously mentioned truck and trade-in. Motion passed 5-0.

11. Request for placement of movie screen in city parking lot for Goshen Brewing (Jesse Sensenig)

Mayor Stutsman said that no representative of the Goshen Brewing Co. appeared to be present for agenda item 11, but the request seemed very straightforward. Jesse Sensenig of Goshen Brewing Co. asked for permission to have a movie screen parked in the city parking lot adjacent to the business for viewers on the business' lawn for the Heartbeat of the City event. The event will start at 6 p.m. on Oct. 2 and will be done by 10 p.m.

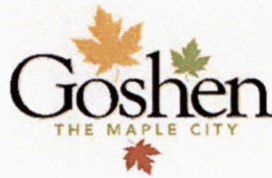
Stutsman/Nichols moved to approve the request for a movie screen to be placed in the city parking lot adjacent to Goshen Brewing Co. on Oct. 2, 2021 from 5-10 p.m. Motion passed 5-0.

Privilege of the Floor: No one asked to speak

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 5-0.

Mayor Stutsman declared the meeting adjourned at 2:20 p.m.

Exhibit A: Award proposal for purchase of combination sewer jetter rodder truck and approve the agreement with the Jack Doheny Company



APPROVED

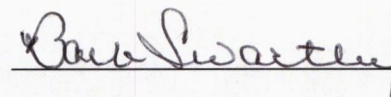


Jeremy Stutsman, Chair

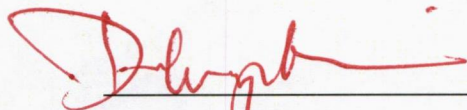
Michael Landis, Member



Mary Nichols, Member

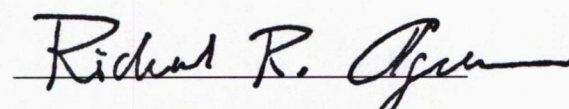


Barb Swartley, Member

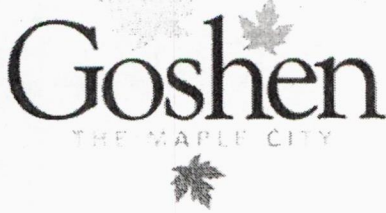


DeWayne Riouse, Member

ATTEST



Richard Aguirre, Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

September 13, 2021

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Award Proposal for Purchase of Combination Sewer Jetter Rodder Truck and Approve the Agreement with the Jack Doheny Company

The City solicited Request for Proposals for the purchase of a 2021 Combination Sewer Jetter Rodder Truck in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the quotes submitted:

	Proposal	Trade in allowance	Total Purchase Amt	
Jack Doheny, Company	\$483,898.25	\$85,000.00	\$401,155.25	
Brown Sewer Equip.	\$485,928.00	\$65,000.00	\$420,928.00	
ECO Infrastructure Solutions	Non Responsive			
MacAllister - Acquatec	Non-Responsive			

The Street Department would like to purchase a 2021 -2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012-2100 plus Vactor Truck with a trade in allowance of \$85,000.00, for a total purchase price of \$401,155.25 from the Jack Doheny Company.

Suggested motions:

Move to award the quote for the purchase of a 2021-2100i Vactor Combination Sewer Jetter Rodder Truck and trade-in the 2012 -2100 plus Vactor Truck to the Jack Doheny Company as the lowest responsible and responsive quoter.

Move to approve and execute the Agreement with Jack Doheny Company for the purchase of the 2021 - 2001i Vactor Combination Sewer Jetter Rodder Truck.and the trade in of the 2012 -2100 plus Vactor Truck.

PURCHASE AGREEMENT

2021 VACTOR COMBINATION SEWER JETTER RODDER TRUCK

THIS PURCHASE AGREEMENT ("Agreement") is entered into on September _____, 2021, which is the last signature date set forth below, by and between **Jack Doheny Company** ("Supplier"), whose mailing address is 777 Doheny Drive, Northville, Michigan, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

Section 1. Effective Date

The Agreement shall become effective on the day of execution and approval by both parties.

Section 2. Purchase; Trade-In Allowance

- A. Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as "Supplies") as specified in accordance with the attached Specifications entitled attached as Attachment A.
- B. In addition, Supplier shall accept from City a 2012 -2100 Vactor Truck, and the trade in allowance shall be applied to the purchase price of the Supplies.
- C. In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier's Proposal, the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

- A. Supplier agrees to deliver all supplies within 120 calendar days from the effective date of this agreement.
- B. The Supplies shall be delivered FOB Destination to the following address:
- C. Delivery date shall be the date the complete items, goods, materials, or equipment ("Supplies"), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- A. City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of Four Hundred One Thousand One Hundred Fifty-Five Dollars and Twenty-Five Cents (\$401,155.25). This compensation is based on a purchase price of Four Hundred Eighty-Three Thousand Eight Hundred Ninety-Eight Dollars and Twenty- Five Cents (\$483,898.25) for the Supplies and a trade in allowance of Eighty-Five Thousand Dollars (\$85,000.00).
- B. City shall pay Supplier after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of Supplier to repair or replace any defective parts or equipment.
- C. The invoice shall be sent to the following address, or at such other address as City may designate in writing.
- D. 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.
- E. Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Inspection

- A. Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
- B. When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
- C. If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:
- D. If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- E. Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of _____ from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 7. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) 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 Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required, if any, under this Agreement.

Section 13. Insurance

- A. Prior to commencing work, the Supplier 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. Supplier 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. Supplier shall at least include the following types of insurance with the following minimum limits of liability:

Section 14. Force Majeure

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

Section 15. Default

- A. If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- B. It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- C. Supplier may also be considered in default by the City if any of the following occur:

Section 16. Termination

- A. The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- B. City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 17. Notice

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

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

Supplier: Jack Doheny Company
777 Doheny Drive
Northville, MI 48167

Section 18. Subcontracting or Assignment

- A. Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- B. In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no

obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

- A. Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- B. Supplier 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 service. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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

Section 23. Severability

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

Section 24. Binding Effect

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

Entire Agreement

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

Section 25. Authority to Bind Supplier

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety
and Stormwater Board

Jack Doheny Company

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____