



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

Regular Meeting Agenda

**2:00 p.m. November 8, 2021**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: November 1, 2021

Approval of Agenda

- 1) FD: Promotion of Travis M. Peak to Fire Captain
- 2) FD: Promotion of Matthew A. Dunithan to Fire Lieutenant
- 3) FD: Promotion of Camden Bontrager to Fire Sergeant
- 4) City Hall Painting Proposal
- 5) Agreement with Newbury Square Construction, LLC
- 6) Agreement with Short Stack Press, LLC
- 7) Agreement with Donohue & Associates, Inc.
- 8) Amendment #1 to Agreement with Crossroads Ambulance Sales & Service, LLC
- 9) Agreement with Indiana Public Employers' Plan, Inc. (IPEP)
- 10) Agreement Amendment with Haviland Products Company
- 11) Agreement Amendment with Kemira Water Solutions, Inc.

12) Agreement for Well Maintenance for 1A, 1, 2, 3, 5, and 6A

13) Police Department Conditional Offer of Employment Anthony W. Reese

14) Res. 2021-27 2022 City Holiday Schedule

15) Dumpster Request

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE NOV. 1, 2021 REGULAR MEETING

*Convened at 2 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

**Absent:** None

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

**Review/approval of Minutes:** The minutes of the Oct. 25, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member Nichols moved to approve the minutes as presented and the motion was seconded by Board member Riouse. Motion passed 5-0.**

**Review/approval of Agenda:** Mayor Stutsman presented the Board agenda with two additions – an alley closure requested by Lacasa, Inc. (new agenda item #3) and a proposed agreement for fuel cards and fuel management services with WEX Bank (new agenda item #14). **Nichols moved to approve the agenda with the two added agenda items. Riouse seconded the motion. Motion passed 5-0.**

#### **1) Presentations by the finalists for the Kid Mayor program**

Wendy Clark, a parent liaison at Model Elementary School and the coordinator of the Kid Mayor program, said the Kid Mayor program began last year at Model Elementary and has now expanded to all of the city's elementary schools. This year, 28 fourth-graders participated in the program by completing an application and identifying an issue important to the Goshen community. The students then recorded and submitted brief videos introducing themselves and their issues. The videos were reviewed by a selection committee and six finalists were selected. The 2021-2022 candidates for Kids Mayor were Jaden Espinosa Lopez of Prairie View Elementary; Madeline Harkenrider of Waterford Elementary; Abigail (Abby) Nichols of West Goshen Elementary; Carly Sensenig of Parkside Elementary; Kellan Snapp of Model Elementary; and Gemma Stickel of West Goshen Elementary. Each of the candidates made a brief presentation to the Board of Works.

Clark said that all of the city's fourth-graders will view the candidate videos and vote for their favorite candidates on Friday morning. The winner will be announced by Mayor Stutsman at the Goshen Theater at 6 p.m. Friday.

After the presentations, Mayor Stutsman thanked the students for their participation. The Mayor also said that the winning candidate and his/her parents will join him for a tour of city departments later this year or early in 2022.

***No Board action taken; for information only.***

#### **2) Active Transportation Program Memorandum of Understanding with MACOG**

Mayor Stutsman asked the Board to approve the annual Memorandum of Understanding between the City of Goshen and the Michiana Area Council of Governments (MACOG) for the Active Transportation Program.



The Mayor said the City contributes \$5,000 every year to the program, which provides a comprehensive strategy for the region, ensuring all users of the transportation network are able to move around in a safe, connected, and accessible environment. Its goals and objectives are intended to enhance bicycle and pedestrian mobility and safety in the region. The program provides the City with technical and professional assistance in enhancing bicycle and pedestrian mobility and safety, including educational and promotional resources, programs, campaigns and events and bicycle and/or pedestrian counts. Under this Memorandum of Understanding, the City of Goshen will pay MACOG \$5,000 each year for three years, ending in 2024.

**Nichols/Riouse moved to approve the Memorandum of Understanding between the City of Goshen and the Michiana Area Council of Governments (MACOG). Motion passed 5-0.**

### **3) Lacasa, Inc., request for temporary alley closure and placement of a dumpster**

Aaron Lehman, the Housing Development Manager of Lacasa, Inc., requested the temporary closure of the alley north of Jefferson Street, between 10<sup>th</sup> Street and the railroad tracks, and the placement of a dumpster in the alley from Nov. 8 until Nov. 19. Lehman said work will take place at 615 E. Jefferson Street as part of Lacasa's annual Help-A-House program. He said the closure was needed to rebuild a collapsed wall adjacent to the alley. He said the homeowners have mobility issues that require the ability to park along Jefferson Street to access their homes.

Lacasa's request was described in a three-page document distributed to the Board (*Exhibit 1*).

Mayor Stutsman said the City Street Department was concerned that closing the alley would eliminate access for other property owners. Lehman said Lacasa was only seeking a partial alley closure and that other homeowners could still have access their homes from the north. Lehman also said the neighbors have been notified.

City of Goshen Director of Public Works and Utilities Dustin Sailor said his department still had concerns about the closure. Lehman said the alley closure was needed for safety reasons because excavation would be adjacent to the alley, leaving a seven-foot hole. Sailor said the alley could be closed during the day while work as in progress.

Mayor Stutsman asked City Attorney Bodie Stegelmann if Lacasa's request could be approved as long as the details could be worked out with the Engineering Department. Stegelmann said the Board could approve the request based on compliance with standards established by the Engineering Department.

**Nichols/Riouse moved to approve the closure of the alley north of Jefferson Street, between 10th Street and the railroad tracks, for two weeks, beginning Nov. 8, contingent on Lacasa meeting the standards established by the City Engineering Department. Motion passed 5-0.**

(NOTE: On Nov. 2, 2021, City of Goshen Director of Public Works and Utilities Dustin Sailor sent a letter to Aaron Lehman, the Housing Development Manager of Lacasa, Inc., setting forth the City Engineering Department's standards and eight conditions for the placement of a dumpster and closure of the adjacent alley. A copy of the letter was provided to the Clerk-Treasurer and is attached to the minutes as *EXHIBIT 1A*).

### **4) Goshen Fire Department: Resignation of Private First Class Devan Garcia**

Goshen Fire Department Assistant Chief Anthony Powell asked the Board to accept the resignation of Private First Class Devan Garcia, effective Nov. 14, 2021. Powell said staff members have enjoyed working with Garcia the past four years, appreciate his service and wish Garcia and his family the best in their new endeavors.

**Nichols/Riouse moved to accept the resignation of Private First Class Devan Garcia, effective Nov. 14, 2021. Motion passed 5-0.**



##### 5) Goshen Police Department: Conditional Offer of Employment to Aaron Harvey Lower

Shannon Marks, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to Aaron Harvey Lower as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment with Lower, which includes the payment of a hiring bonus. Marks said the agreement sets forth the conditions that Lower must meet prior to beginning employment with the Police Department as a probationary patrol officer. The agreement also provides for payment of a hiring bonus as Lower has completed the Tier I basic training requirements and has active certification with the Indiana Law Enforcement Training Board. She said the Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

**Nichols/Riouse moved to extend a conditional offer of employment to Aaron Harvey Lower as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment Lower, which includes the payment of a hiring bonus. Motion passed 5-0.**

##### 5) Goshen Fire Department: Conditional Offer of Employment to Joseph F. Cestone

Shannon Marks, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to Joseph F. Cestone as a probationary firefighter and to approve and authorize the Mayor to execute the Conditional Offer of Employment with Cestone. Marks said the agreement sets forth the conditions that Cestone must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Cestone to successfully complete all training requirements once employed and serve as an active paramedic. Marks said the Fire Department will request that the Board to confirm the offer of employment when a position opening becomes available in the Department.

**Nichols/Riouse moved to extend a conditional offer of employment to Joseph F. Cestone as a probationary firefighter and to approve and authorize the Mayor to execute the Conditional Offer of Employment with Cestone. Motion passed 5-0.**

##### 6) Agreement of City of Goshen with Elkhart Fraternal Order of Police (FOP) Lodge 52, Inc. for 2022-23

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement for the City of Goshen with the Elkhart Fraternal Order of Police (FOP) Lodge 52, Inc. for 2022 and 2023. Among the changes from the current contract:

- Increment pay and longevity bonus pay have been combined to what is now called "Longevity Increase." Similar to what was previously known as increment pay, after the completion of one continuous year of employment with the department, an officer will receive an annual longevity increase of \$200. This amount shall increase \$200 each subsequent year through 17 years of employment. The longevity increase shall increase \$660 at 18 years, \$670 at 19 years, and \$670 at 20 years. The employee will continue to receive \$5,400 each subsequent year after the 20th year of employment.
- The City will now pay 2% of the employee's contribution to the pension plan.
- A new Article for "On-Call Pay" has been added. The officer assigned to be on-call as a detective and the officer assigned to be on-call as an evidence technician will be paid \$11.43 per day as on-call pay.
- Language was added to provide notice to members of the department when an internal investigation is commenced and concluded.



- New legislation required revisions to be made to the agreement regarding the maintenance of and the disclosure of information in personnel files.
- Wages for the covered positions have been increased in 2022 and 2023 as follows:

	<u>2022</u>	<u>2023</u>
Captain	\$70,032	\$72,483
Lieutenant	\$64,876	\$67,147
School Resource Officer	\$64,876	\$67,147
Detective	\$64,876	\$67,147
Sergeant	\$61,479	\$63,631
Patrol Officer	\$58,181	\$60,217
Probationary Patrol Officer	\$53,527	\$55,400

Nichols/Riouse moved to approve and execute the agreement for the City of Goshen with the Elkhart Fraternal Order of Police (FOP) Lodge 52, Inc. for 2022 and 2023. Motion passed 5-0.

#### 7) Resolution 2021-29 A Policy for the Issuance of Certificate of Occupancy Prior to Completion of Construction Project

Shannon Marks, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2021-29, A Policy for the Issuance of Certificate of Occupancy Prior to Completion of Construction Project. Marks said Resolution 2021-29 modifies and replaces the City's 2011 policy for the issuance of a certificate of occupancy even though a construction project is not in full compliance with all provisions of the City Code. Under the policy, a certificate of occupancy may be issued for a construction project that is substantially complete except for 1) the installation of certain parts or equipment that are currently unavailable due to a manufacturing or shipping delay, or 2) the completion of exterior site work that is delayed due to weather conditions. She said in all situations, the temporary inability to complete the construction project cannot create a substantial health or safety hazard to any person occupying the building or structure. Marks said the builder and/or property owner will be required to submit a written application to the City. If the application is approved, the builder and/or property owner will be required to enter into an agreement with the City which sets forth the remaining work to be completed. She said if the cost of the remaining work is estimated to be at least \$2,000, or if the remaining work includes the installation of a hard surface, regardless of cost, the builder and/or property owner will also be required to provide a surety equal to the estimated cost of the remaining work to be completed.

In response to a question from the Mayor, Marks said the accommodation normally would be provided during colder weather, starting in November. City Stormwater Coordinator Jason Kauffman said representatives of Ancon Construction Co., had expressed concern about ramifications of Resolution 2021-29.

Nichols/Riouse moved to adopt Resolution 2021-29, A Policy for the Issuance of Certificate of Occupancy Prior to Completion of Construction Project. Motion passed 5-0.

#### 8) Resolution 2021-31 Project Coordination Contract with the State of Indiana for the Bidding, Construction and Funding of the Railroad Protection Project at the Beaver Lane and Madison Street Crossings



Shannon Marks, a paralegal with the City Legal Department, asked the Board to pass and adopt Resolution 2021-31 – Project Coordination Contract with the State of Indiana for the Bidding, Construction and Funding of the Railroad Protection Project at the Beaver Lane and Madison Street Crossings and to authorize Mayor to sign agreement. Resolution 2021-31 approves the terms and conditions of the Project Coordination Contract with the State for the bidding, construction and funding of the railroad protection project at the Beaver Lane and Madison Street crossings, and authorizes the Mayor to execute the agreement on behalf of the city. Marks said that under this agreement, federal funds will be allocated to the project to pay 90% of eligible costs, up to a maximum of \$1,129,253.40 and the City agrees to fund the remaining costs.

**Nichols/Riouse moved to pass and adopt Resolution 2021-31 – Project Coordination Contract with the State of Indiana for the Bidding, Construction and Funding of the Railroad Protection Project at the Beaver Lane and Madison Street Crossings. Motion passed 5-0.**

**9) Approval of CBDO Agreements for Multi-Unit Housing Rehabilitation for Program Years 2020 & 2021**

Meaghan Bylsma, Community Development Specialist for the City of Goshen, asked the Board to approve the Community Based Development Organization (CBDO) agreements for multi-unit housing rehabilitation projects for the Community Development Block Grant (CDBG) Program Years of 2020 and 2021, and authorize the Mayor to sign the agreements. Bylsma said the agreements are with (#1) Lacasa, Inc. – multi-family housing rehab (2020), \$122,000 and (#2) Lacasa, Inc. – multi-family housing rehab (2021), \$141,597. CDBG funds for Project #1 were made available in Program Year 2020. However, implementation is unable to begin until Program Year 2021. CDBG funding for Project #2 was made available in Program Year 2021, and implementation is scheduled to begin within this same program year. The agreements were attached to the Board packet.

**Nichols/Riouse moved to approve the Community Based Development Organization (CBDO) agreements for multi-unit housing rehabilitation projects for the Community Development Block Grant (CDBG) Program Years of 2020 and 2021, and to authorize the Mayor to sign the agreements. Motion passed 5-0.**

**10) Release of CDBG Lien Agreement-Deferred Payment Loan**

Meaghan Bylsma, Community Development Specialist for the City of Goshen, asked the Board to approve the release of the lien agreement-deferred payment loan executed in October 1996 for the Community Development Block Grant (CDBG) housing rehab program. Bylsma said the lien agreement of \$4,182.15 is for a property that was demolished during the U.S. 33 realignment project. She said the loan needs to be released to clean up the file.

**Nichols/Riouse moved to approve the release of the lien agreement-deferred payment loan of October 1996 for the Community Development Block Grant (CDBG) housing rehab program. Motion passed 5-0.**

**11) Approval of Baker Tilly Workforce Technology Solutions Agreement**

City of Goshen Deputy Clerk-Treasurer Jeffery Weaver asked the Board to approve and authorize the Clerk-Treasurer to execute the proposed Baker Tilly Workforce Technology Solutions agreement. Attached to the Board packet for the Board's approval and execution was an engagement letter for Baker Tilly US regarding payroll and reporting support for the City of Goshen. The proposed agreement outlines services that Baker Tilly will provide in conjunction with the City's current ADP software subscription. Currently, the City uses ADP Workforce Now and Human Capital Management Suite for payroll processing, tax reporting and compliance management.



In addition to the use of the software, the City's monthly fees to ADP also include access to technical support through phone and email. This agreement would move the ADP technical support into the offices of Baker Tilly, who have provided support for the City's tax and compliance issues over the past year. Weaver said Baker Tilly retains a few ADP technicians in its office and combines their expertise with Baker Tilly's tax and compliance expertise in order to provide the City with a comprehensive support package. Baker Tilly is already familiar with the City's Incode system and its time and attendance systems and is already working with the City to streamline integration between its various systems. Baker Tilley will also add access to the HR Plus Bundle and the Benefits Administration module. The agreement combines the ADP software fees and Baker Tilly support into a flat monthly fee of \$3,765.

In response to a question from Mayor Stutsman, Weaver said this agreement will help the City streamline its payroll processes as well as receive consistent and reliable support. In response to a question from Board member Mike Landis, Weaver said the City staff's initial contact will be with Baker Tilley employees, who will then reach out to ADP as needed. Weaver said although it may seem like a complex relationship, City of Nappanee staff members have the same arrangement with Baker Tilley and they reported that this approach has worked well for them.

**Nichols/Riouse moved to approve and authorize the Clerk-Treasurer to execute the Baker Tilly Workforce Technology Solutions agreement. Motion passed 5-0.**

#### **12) Approval & Acceptance of Infrastructure Concrete Payment Reconstruction (PN: 2021-0002)**

City of Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve the acceptance of the infrastructure and maintenance bond for Infrastructure Concrete Payment Reconstruction project (PN: 2021-0002). Sailor said the installation of infrastructure (concrete pavement, & rolled curb) has been satisfactorily completed for the project. The Engineering Department recommends that the infrastructure be accepted for maintenance. Sailor said the one-year maintenance bond in the amount of \$65,702.10 (10% of the construction costs) for the infrastructure has been submitted to the City of Goshen Engineering Department.

**Nichols/Riouse moved to approve the acceptance of the infrastructure and maintenance bond for Infrastructure Concrete Payment Reconstruction project (PN: 2021-0002). Motion passed 5-0.**

#### **13) Fuel cards**

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve Resolution 2021-30, Authorizing the Execution of Agreement for Fuel Cards and Fuel Management Services with WEX Bank. Newcomer said the City is seeking to enter into an agreement with WEX Bank for fuel cards and fuel management services to be used with City vehicles and equipment. She said WEX Bank entered into an agreement with the State of Indiana's Quality Purchase Agreement (QPA). She said QPA allows the City to make a special purchase from vendors that the State has chosen, which eliminates the requirement for the City to go through the bidding process.

Mayor Stutsman said the City bids out its fuel cards annually, but in recent years there has only been one bidder. He said this agreement will allow for greater versatility with more fueling locations, including when traveling.

City Attorney Bodie Stegelmann said City employees will still be able to use the current provider, but would now use the WEX Bank fuel cards for purchases. Mayor Stutsman said he believes this will be a good move.

City Attorney Stegelmann said the City will be eligible for a rebate on the fuel price and that using the new cards will eliminate some taxes. At present, City employees pay taxes on fuel and then must apply for refunds on the taxes paid. Stegelmann said the new fuel cards will eliminate the payment of those taxes.



In response to a question from Landis, City Attorney Stegelmann said he believes the City will be able to save money because not all of the taxes paid now on fuel have been recoverable through refunds. So, he said eliminating all taxes should save the City some money. Plus, he said, the City will receive rebates by using the new cards.

In response to a question from the Mayor, Stegelmann said this proposal has been in development for months and that the City has received responsive and timely information from WEX Bank.

**Nichols/Riouse moved to approve Resolution 2021-30, Authorizing the Execution of Agreement for Fuel Cards and Fuel Management Services with WEX Bank. Motion passed 5-0.**

**Privilege of the Floor:**

Mayor Stutsman opened Privilege of the Floor at 2:40 p.m. No one asked to speak, so the Mayor closed Privilege of the Floor.

**Board of Public Works and Safety Order: Premises at 724 S. Main Street (Derek Doss)**

**At 2:41 p.m., Mayor Stutsman opened a public hearing on Board of Public Works and Safety Order: Premises at 724 S. Main Street (owned by Derek Doss)**

Mayor Stutsman swore in Property Maintenance Inspector Ryan Conrad of the Goshen Building Department, who agreed to provide truthful information. Derek Doss, the owner of 724 S. Main Street, was not present.

Conrad reported that on April 29, 2021, he conducted an inspection of the property at 724 S. Main Street. During the inspection, Conrad said he observed several maintenance violations and notified the property owner, Derek Doss, in writing to correct the violations within 30 days. Conrad said the following violations were found to exist on the property:

1. Handrails for the stairways were not firmly fastened and are not capable of supporting normally imposed loads (violation of Section 6.3.1.1 (f)).
2. Tenant has removed smoke detectors on the property (violation of Section 6.3.1.8(h)).
3. The smoke detectors have been removed or have not been installed in the rooms used for sleeping, or the common areas of the premises, including the basement (violation of Section 6.3.1.8(6)).
4. The door to the bedroom cannot be opened or closed and it has fallen off of its hinges and has not been reattached (violation of Section 6.3 .1 .1 (a)).
5. The building has windows that are cracked, broken, do not work properly, and are not weather tight (violation of Section 6.3.1.1 (d)).
6. The bathroom floor in the building has peeling linoleum. The floor around the toilet was not constructed properly and is not impervious to water and is not sanitary (violation of Section 6.3.1.4(6 )).
7. The dwelling does not have a working toilet or a sink that is in good working condition (violation of Section 6.3.1.2(6)).
8. There are holes in the walls throughout the dwelling that need to be repaired. (violation of Section 6.3.1.l(b)).
9. Evidence of insect infestation in premises (violation of Section 6.3 .1.6 (6)(4)).
10. And cracked switch plates and exterior light fixtures are in disrepair (violation of Section 6.3 .1 .4(g)).



Conrad said that since the initial inspection he has made several attempts to re-inspect the property and the owner has been unresponsive. Re-inspections of the property were scheduled for Aug. 5, 2021, Aug. 31, 2021 and Conrad said he was unable to gain access to the property.

On Sept. 30, 2021, the Goshen Building Commissioner issued an Order to property owner Derek Doss that the premises at 724 S. Main Street were in violation of the Goshen City Code.

The order stated that Goshen Building Department inspected the subject real estate on July 8, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on Aug. 5, 2021 which showed no significant improvement to the real estate.

As a result, the real estate was declared unsafe within the meaning of Indiana Code§ 36-7-9-4 in that one or more buildings or structures on the real estate were in an impaired structural condition that made it unsafe to a person or property and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter I concerning building condition or maintenance. Ten separate violations of Section 6, Article 3, Chapter I of the Goshen City Code were cited by the City inspector and had not been satisfactorily repaired or remedied:

The property owner was ordered to repair or rehabilitate the building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use so that the buildings and structures were in compliance with Title 6, Article 3, Chapter I of the Goshen City Code by October 29, 2021.

The property owner was advised that in the event that he failed to comply with this Order, the City of Goshen might take action to make the required corrections and would bill the owner for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and could ultimately be enforced in the same manner as any other judgment.

The owner was further notified that a hearing would be held before the Goshen Board of Public Works and Safety on Monday, Nov. 1, 2021 at 2 p.m. to review the order of the City of Goshen Building Commissioner.

Conrad told the Board that earlier today, on Nov. 1, he conducted a follow-up inspection. Conrad also said he made contact with the tenant who stated that he planned to purchase the property on a land contract, although no contract or lease agreement had been signed. Conrad said the tenant could not provide a timetable for the necessary repairs to be made to the building.

Conrad said he has not been able to contact the property owner. But due to the potential purchase agreement, Conrad recommended that the Board grant the tenant an additional 30 days to provide the City with a recorded copy of a land contract and to provide a timetable for the completion of repairs. Conrad said the tenant wants to make further repairs to be in compliance with the Building Commissioner's order, but is reluctant to do so until he has a written land contract with the property owner.

Asked by the Mayor about the occupancy status of 724 S. Main Street, Conrad said the tenant told him he had been living at the property for a few weeks and has made improvement efforts, including the removal of debris and trash. Conrad said the property owner wants to convert the property from two apartments into a single-family dwelling. In response to a question from Mayor Stutsman, Conrad also said the tenant wanted 30 days to secure the appropriate documentation for the property and arrange for repairs.

Asked the options for the Board, City Attorney Bodie Stegelmann said the Board could continue the hearing for 30 days or make a finding that the property is unsafe, but delay taking further action the property owner would need to take and then schedule another hearing in 30 days.



In response to a question from Landis, Stegelmann said the Board should require a written agreement from the tenant before the next hearing if more time is to be allowed for repairs.

Board members Swartley and Landis made comments about how the City might ensure repairs were made and the tenant's responsibilities. Stegelmann said under the circumstances, it might be best for Board to declare the property unsafe.

Swartley said that despite the violations, she didn't see anything in Conrad's report or photos that would require extensive repairs. Conrad described some of the work that would need to be done to address the violations as well as other work the tenant would like to do to restore the building to a single-family residence.

**Based on the Sept. 30, 2021 Order of the City of Goshen Building Commissioner, and violations 1-10 described in the Order, Mayor Stutsman/Nichols moved to declare the property at 724 S. Main Street to be unsafe and to continue the hearing to Dec. 6, 2021. Motion passed 5-0.**

At 2:51 p.m., Mayor Stutsman closed the hearing on Board of Public Works and Safety Order: Premises at 724 S. Main Street.

With no further matters before the Board, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. Meeting was adjourned at 2:51 p.m.

***EXHIBIT 1: Lacasa, Inc. request for closure of the alley north of Jefferson Street, between 10th Street and the railroad tracks, for two weeks, beginning Nov. 8.***

***EXHIBIT 1A: Nov. 2, 2021 letter from City of Goshen Director of Public Works and Utilities Dustin Sailor to Aaron Lehman, the Housing Development Manager of Lacasa, Inc., setting forth the City Engineering Department's standards and eight conditions for the placement of a dumpster and closure of the adjacent alley***

***EXHIBIT 2: Resolution 2021-30 Authorize the Execution of Agreement for Fuel Cards and Fuel Management Services with WEX Bank and supporting documents.***

***EXHIBIT 3: Nov. 1, 2021 Memorandum from Ryan Conrad, Property Maintenance Inspector for the Goshen Building Department, regarding 724 South Main Street.***



**APPROVED**

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

**ATTEST**

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Richard R. Aguirre, Clerk-Treasurer



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

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
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November 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Travis M. Peak to Fire Captain

From: Fire Chief Danny Sink

Travis Peak has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Travis to the rank of Fire Captain for the Goshen Fire Department effective today, November 08, 2021. Thank you



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

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
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November 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Matthew A. Dunithan to Fire Lieutenant

From: Fire Chief Danny Sink

Matthew Dunithan has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Matt to the rank of Fire Lieutenant for the Goshen Fire Department effective today, November 08, 2021. Thank you



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

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
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November 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Camden Bontrager to Fire Sergeant

From: Fire Chief Danny Sink

Camden Bontrager has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Camden to the rank of Fire Sergeant for the Goshen Fire Department effective today, November 08, 2021. Thank you

## ***Proposal***

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### **Chad Cripe**

114 1/2 E Washington      11.1.2021  
Goshen, IN 46526  
Cell: 574.322.7928

Proposal Submitted to:

Name: Jeremy Stutsman  
Address City Hall

Phone #

-

Work to be performed at:

Address:  
City Hall basement

Projected Date:

We hereby propose to perform all necessary labor and provide materials for completion of:

All prep work (sanding, caulking, wall repair, etc.)

Prime + 2 coats on all unfinished trim

2 coats on previously finished trim

2 coats on all walls

Trim                  \$1,675

Walls                \$1,050

Materials:            \$875

**Total Proposed Cost:**                  *Not to exceed*                  **\$3,600**

Terms: 1/3 down, net upon completion

Submitted by:

Any alterations from above specifications involving extra costs  
will become an extra charge over and above this agreement.

\_\_\_\_\_  
**Chad B. Cripe**

### **Acceptance of Proposal**

The above prices and specifications are satisfactory and hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above.

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

Signature: \_\_\_\_\_



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 1, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement with Newbury Square Construction LLC for the installation of new steel roof

Attached for the Board's approval and execution is an agreement with Newbury Square Construction LLC for the installation of new steel roof over the existing shingle roof at 2818 Violett Road (Cemetery) that was damaged by hail. Newbury Square Construction LLC will be paid \$9,609.84 for the work and is expected to be completed as soon as possible as weather allows.

**Suggested Motion:**

Approve and execute the agreement with Newbury Square Construction LLC for the installation of a new steel roof over the existing shingle roof 2818 Violett Road (Cemetery) that was damaged by hail at a cost of \$9,609.84 and that is to be completed as soon as possible as weather allows.

## AGREEMENT

### **Metal Roofing installation at Cemetery Building located at 2818 Violett Road**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Newbury Square Construction, LLC** ("Contractor"), whose mailing address is P.O. Box 44, Lagrange, Indiana 46761, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

#### **Section 1. Contractor Duties**

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to install metal roofing over the existing shingle roof (hereinafter referred to as "Duties"). Contractor's Duties under this agreement include:

- (A) Installation of metal roofing over existing shingle roofing at 2818 Violett Road, Goshen, Indiana with no need to replace gutters or downspouts.

#### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

#### **Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of \$9,609.84 for performing all Duties.

#### **Section 4. Payment**

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

City of Goshen  
c/o Goshen City Cemeteries  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46526

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

## **Section 5. Warranty**

- (A) Contractor shall warrant and guarantee all materials, equipment and work to be free from defects for a period of five (5) years after City's acceptance of the Project. Upon discovery of a defect, City shall notify Contractor in writing and Contractor shall repair or replace the defective materials, equipment and/or work at Contractor's expense.
- (B) Contractor shall also provide minimum twenty-five (25) year standard manufacturer's warranty against defective materials and equipment used in the Project.

## **Section 6. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 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.

## **Section 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. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor

is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

## **Section 9. Contracting with Relatives**

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

## **Section 10. No Investment Activities in Iran**

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

## **Section 11. Indemnification**

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

## **Section 12. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **Section 13. Force Majeure**

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

### **Section 14. Default**

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.

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

## **Section 15. Termination**

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

## **Section 16. Notice**

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

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

Contractor:   Newbury Square Construction LLC  
                 P.O. Box 44  
                 Lagrange, IN 46761

## **Section 17. Subcontracting or Assignment**

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

## **Section 18. Amendments**

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

## **Section 19. Waiver of Rights**

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

## **Section 20. Applicable Laws**

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

## **Section 21. 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 22. Severability**

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

### **Section 23. Binding Effect**

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

### **Section 24. Entire Agreement**

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

### **Section 25. Authority to Bind Contractor**

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

#### **Donohue & Associates, Inc.**

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Jeremy P. Stutsman, Mayor

---

Michael A. Landis, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

---

DeWayne, Riouse, Member

---

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

---

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

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

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



**Legal Department  
CITY OF GOSHEN**

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

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

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement regarding artwork for the Goshen Sensory Trail Project

The City's Environmental Resilience Department presents an agreement with the City and Short Stack Press LLC for artwork to be included in the Goshen Sensory Trial Project. The artwork is to be completed by December 1, 2021 and the City will compensate said artist One Thousand Five Hundred Dollars (\$1,500) from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

Suggested Motion: **Move to approve the agreement with Short Stack Press LLC for artwork to be performed as part of the Goshen Sensory Trail Project at the cost of \$1,500 to be paid with funds received through a grant from the Community Connections for People with Disabilities (CCPWD).**

**AGREEMENT FOR CREATION OF ART WORK**  
**FOR THE SENSORY TRAIL**

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between Short Stack Press, LLC ("Contractor" whose mailing address is 307 E. Monroe Street, Goshen, IN 46526, and City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

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

**Section 1. Contractor Duties**

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to create art work for the sensory trail (hereinafter referred to as "Duties"). Contractor's duties under this agreement include developing and creating art work for use on interpretive signage at the Reith Interpretive Center water feature and other public education projects.

1. Image of native plant root systems as compared to turf grass.
2. Rendering of pervious pavers and how infiltration takes place through them that recharges ground water.
3. Accent images of pollinator bees, monarch butterflies, and the American toad.
4. Four images of rain garden plant species to illustrate and assist with identification.

Contractor will first rough sketch images for review and comment before proceeding. The final images will be delivered as high-quality PNG files that can be printed at actual plant/root size to be used by the City for public education projects, interpretive signs and 3-4 smaller plant identification signs.

**Section 2. Effective Date; Term**

The agreement shall become effective on the day of execution and approval by both parties, and all Duties shall be completed by December 1, 2021.

**Section 3. Compensation**

City agrees to compensate Short Stack Press, LLC in a lump sum amount of One Thousand Five Hundred Dollars (\$1,500.00) for performing all Duties from funds received by the City through a grant from the Community Connections for People with Disabilities (CCPWD) offered through the Indiana Office of Community and Rural Affairs (OCRA), in partnership with the Indiana Division of Disability and Rehabilitative Services (DDRS).

#### **Section 4. Payment**

Payment shall be upon City's receipt of a detailed invoice from Short Stack Press, LLC. 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 Environmental Resilience Department  
410 W. Plymouth Avenue  
Goshen, IN 46528

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

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

#### **Section 5. Licensing/Certification Standards**

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

#### **Section 6. Independent Contractor**

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

#### **Section 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.

#### **Section 8. Employment Eligibility Verification**

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E- Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

#### **Section 9. Contracting with Relatives**

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

#### **Section 10. No Investment Activities in Iran**

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

#### **Section 11. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless

or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

## **Section 12. Default**

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default. It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.

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

- a. There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- b. Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- c. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- d. Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- e. A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- f. Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- g. The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 13. Termination**

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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

#### **Section 14. Notice**

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

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

Contractor:    Short Stack Press, LLC  
                    301 E. Monroe Street  
                    Goshen, IN 46526

#### **Section 15. Subcontracting or Assignment**

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

#### **Section 16. 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 17. 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 18. Applicable Laws**

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

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the

performance of the services. Failure to do so maybe deemed a material breach of agreement.

#### **Section 19. Miscellaneous**

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

#### **Section 20. 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 21. Binding Effect**

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

#### **Section 22. Entire Agreement**

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

#### **Section 23. Authority to Bind Contractor**

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.

[Signatures on following page]

**City of Goshen, Indiana**

---

Jeremy P. Stutsman, Mayor

---

Michael A. Landis, Member

---

Mary Nichols, Member

---

DeWayne Riouse, Member

---

Barb Swartley, Member

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

**Short Stack Press, LLC**

---

By \_\_\_\_\_  
Ida Mae Short, Member

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 8, 2021

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

**From:** Brandy L. Henderson

**Subject:** Agreement with Donohue & Associates, Inc for the lift station cellular telemetry project

Attached for the Board's approval and execution is an agreement with Donohue & Associates, Inc for the lift station cellular telemetry project. Donohue & Associates, Inc will be paid \$28,000. for the services of which will take approximately 120 days to complete.

**Suggested Motion:**

To approve and execute the agreement with Donohue & Associates, Inc for the lift station cellular telemetry project at a cost of \$28,000 with an approximate completion time of 120 days.

## AGREEMENT

### **Lift Station Cellular Telemetry Project**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Donohue & Associates, Inc.** (“Contractor”), whose mailing address is 100 N. Michigan Street, Suite 510, South Bend, IN 466, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

#### **Section 1. Contractor Duties**

Contractor shall provide City the services for the lift station cellular telemetry, which services are more particularly described in Contractor’s September 30, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

#### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.

#### **Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of \$28,000 for performing all Duties.

#### **Section 4. Payment**

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Wastewater Department  
308 North 5<sup>th</sup> 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 W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

## **Section 5. Ownership of Documents**

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

## **Section 6. Licensing/Certification Standards**

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

## **Section 7. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 8. Non-Discrimination**

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

## **Section 9. Employment Eligibility Verification**

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

## **Section 10. Contracting with Relatives**

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

## **Section 11. No Investment Activities in Iran**

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

## **Section 12. Indemnification**

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

## **Section 13. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof

issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

## **Section 14. Force Majeure**

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

## **Section 15. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

- (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 services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 16. Termination**

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

## **Section 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

Contractor:     Donohue & Associates, Inc  
                  100 N. Michigan Street, Suite 510  
                  South Bend, IN 46601

## **Section 18. Subcontracting or Assignment**

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

## **Section 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) 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 services. 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.

### **Section 25. Entire Agreement**

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

### **Section 26. Authority to Bind Contractor**

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

**Donohue & Associates, Inc.**

---

Jeremy P. Stutsman, Mayor

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

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Michael A. Landis, Member

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

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Mary Nichols, Member

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

---

Barb Swartley, Member

---

DeWayne Rouse, Member

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer  
**Subject:** Amendment #1 to the Agreement with Crossroads Ambulance Sales & Service, LLC dated August 27, 2021.

Attached for the Board's approval and execution is an amendment to the agreement with Crossroads Ambulance Sales & Service, LLC dated August 27, 2021 for the remount of a City owned chassis.

After an inspection of the ambulance it was determined that the curbside attendant seat needed to be replaced due to a tear in the upholstery. The seat needs to be replaced and not reupholstered, because the seats are specially constructed to provide a sealed barrier to bloodborne pathogens and other microbes, and this seat is 11 years old.

The cost to replace the seat with a new EVS sewn seat with a 3-point seat belt in claret red is \$945.00.

**Suggested Motion:**

Approve and execute the amendment to the agreement with Crossroads Ambulance Sales and Service, LLC for the replacement of a curb side attendant seat with an EVS sewn seat.

**AMENDMENT NO. 1**

**REPLACE CURB SIDE ATTENDANT SEAT IN  
REFURBISHED AMBULANCE**

THIS AMENDMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **Crossroads Ambulance Sales & Service, LLC** ("Contractor"), whose mailing address is 52886 State Road 13, Middlebury Indiana, 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").

**RECITALS**

- (A) City and Contractor entered into an Agreement on August 27, 2021 for the remount of a refurbished ambulance to a City owned chassis.
- (B) The Agreement requires that any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.
- (C) City and Contractor concur that an amendment to the Agreement must be made to replace the curb side attendant seat.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

**Section 1. Contractor**

The Agreement shall be amended to require the Contractor to replace the curb side attendant seat with an EVS sewn seat with a 3-point seat belt in claret red.

**Section 2. Effective Date; Term**

- (A) The Amendment shall become effective on the day of execution and approval by both parties.

**Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of Nine Hundred Forty-Five Dollars (\$945.00) for replacing the curb side attendant seat under this Amendment.

**Section 4. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

## **Section 5. Authority to Execute**

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

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

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

---

Jeremy P. Stutsman, Mayor

---

Michael A. Landis, Member

---

Mary Nichols, Member

---

DeWayne Riouse, Member

---

Barb Swartley

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

**Crossroads Ambulance Sales & Service, LLC**

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

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

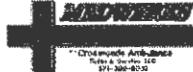
Date Signed: \_\_\_\_\_



# Crossroads Ambulance Sales & Service, LLC.

52886 State Road 13, Middlebury, IN 46540

Authorized Dealer



## Authorization for Change Order "A"

**Date:** October 25, 2021

**For:** Goshen Fire Department

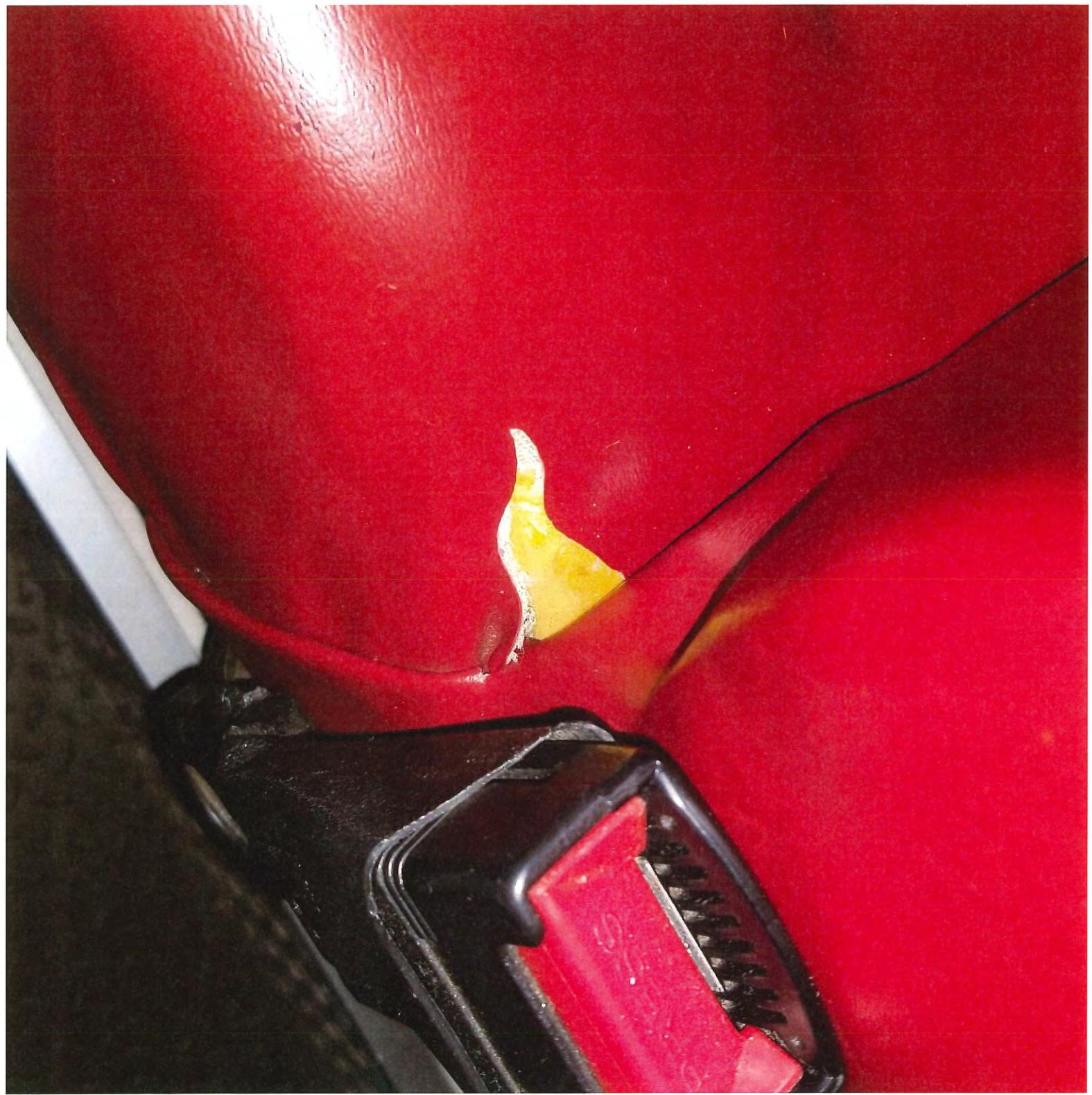
**Per:** Dean Martin

**Unit #:**

<b>Items:</b>	<b>Price Change:</b>
1. Replace curb side attendant seat with an EVS, sewn seat with a 3-point seat belt in claret red.	\$ 945.00
	<b>Total Change:</b> \$ 945.00

Please sign and fax back to Dean Martin, Crossroads Ambulance Sales (574)358-0416

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_







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November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer  
**Subject:** Agreement with Indiana Public Employers' Plan, Inc. (IPEP)

Attached for the Board's approval and authorization for the Mayor to execute is a Grant Agreement with the Indiana Public Employers' Plan Inc., (IPEP) for the purchase of a drone for the Fire Department. This is an 80/20 grant agreement. The total purchase price of the drone is \$7,273.99 and the City's portion is 20% or \$1,454.80.

**Suggested Motion:**

**Approve and authorize the Mayor to execute the Grant Agreement with Indiana Public Employers' Plan, Inc. (IPEP) for the purchase of a drone for the Goshen Fire Department.**

## **GRANT AGREEMENT**

This Grant Agreement ("Agreement") is made as of November 1, 2021 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") City of Goshen ("Grantee").

### **RECITALS**

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of Five Thousand Eight Hundred Nineteen Dollars and Nineteen Cents (\$5,819.19) ("Grant Amount") to be used exclusively for: Drone to be used by the Goshen City Fire Department ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee that IPEP desires relative to the grant purpose for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

**6. Waiver, Release and Indemnity.** Grantee, for itself and on behalf of its successors, assigns and representatives, as applicable, hereby unconditionally and irrevocably releases IPEP and its officers, directors, members, agents, employees, volunteers and assigns and any of its parents, related and/or subsidiary organizations (collectively, the "IPEP Persons") from any claims or liability, injury, loss or damage in any way connected with the items purchased or programs created in connection with this Agreement and, to the extent permitted by law, hereby indemnifies and holds the IPEP Persons harmless from and against any loss, damage, cost and/or expense (including reasonable attorneys' fees) with respect to any and all liabilities, claims, actions or suits that may arise in whole or in part (other than those attributable to the sole negligence of the IPEP Persons) in connection with the ownership or use of the items purchased or programs created in connection with this Agreement.

7. Affirmation. Grantee affirms it is a member of IPEP in good standing as of the Effective Date.

8. Notices. All notices or requests shall be in writing and shall be effective (x) on the next business day after being deposited with a nationally recognized courier service promising next business day delivery or (y) three (3) days after being deposited in the U.S. Mail, first class, postage prepaid, at the addresses specified below (which may be changed by notice):

To Grantee: City of Goshen  
202 South Fifth Street  
Goshen, IN 46528

To IPEP:  
IPEP  
c/o Lisa Mohler  
302 S. Reed Road  
P.O. Box 1247  
Kokomo, IN 46903-1247

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Indiana. The rights under this Agreement are personal to Grantee and may not be assigned without the prior written consent of IPEP. No delay or failure to enforce its rights hereunder shall be a waiver by IPEP of any of its rights hereunder. This Agreement may be executed in multiple counterparts.

[Signatures appear on the following page]

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

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

---

Printed Name and Title

GRANTEE

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

---

Printed Name and Title



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
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[www.goshenindiana.org](http://www.goshenindiana.org)

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement Amendment with Haviland Products Company

Goshen Utilities recommends that the City extend the term of the original agreement dated December 30, 2018 with Haviland Products Company for the purchase of sodium bisulfite. This extension is for a third, one-year term through December 31, 2022 and based on the same terms and conditions as the original agreement.

Suggested Motion:

**Move to approve and execute the attached Agreement Amendment with Haviland Products Company and authorize Mayor Stutsman to execute the same.**

## **AGREEMENT AMENDMENT**

### **Purchase of Chemicals**

THIS AGREEMENT AMENDMENT is entered into on \_\_\_\_\_, 2021, by and between **Haviland Products Company** (“Haviland”), whose mailing address is 4321 West 6<sup>th</sup> Street, Lawrence KS 66047, 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”).

#### **RECITALS**

- (1) City and Haviland entered into an Agreement on December 30, 2018 for the City’s purchase and Haviland’s supply of sodium bisulfite.
- (2) Upon written approval of both parties, the Agreement may be renewed for three additional one-year terms under the same terms and conditions.
- (3) The parties wish to renew the Agreement for the third and final one-year term.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated December 30, 2018, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

#### **TERM**

The term of the Agreement for the City’s purchase and Haviland’s supply of sodium bisulfite shall be extended through December 31, 2022.

#### **ORIGINAL AGREEMENT**

In all respects, all other provisions of the original Agreement dated December 30, 2018 shall remain in full force and effect.

#### **AUTHORITY TO EXECUTE**

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

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

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

---

Jeremy P. Stutsman, Mayor

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

**Haviland Products Company**

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

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

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement Amendment with Kemira Water Solutions, Inc.

Goshen Utilities recommends that the City extend the term of the original agreement dated December 17, 2019 with Kemira Water Solutions, Inc. for the purchase of ferric chloride. This extension is for the second, one-year term through December 31, 2022 and based on the same terms and conditions as the original agreement.

Suggested Motion:

**Move to approve the attached Agreement Amendment with Kemira Water Solutions, Inc and authorize Mayor Stutsman to execute the same.**

## **AGREEMENT AMENDMENT**

### **Purchase of Chemicals**

THIS AGREEMENT AMENDMENT is entered into on \_\_\_\_\_, 2021, by and between **Kemira Water Solutions, Inc.** (“Kemira”), whose mailing address is 4321 West 6<sup>th</sup> Street, Lawrence KS 66047, 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”).

#### **RECITALS**

- (1) City and Kemira entered into an Agreement on December 17, 2019 for the City’s purchase and Kemira’s supply of ferric chloride.
- (2) Upon written approval of both parties, the Agreement may be renewed for three additional one-year terms under the same terms and conditions.
- (3) The parties wish to renew the Agreement for the second one-year term.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated December 17, 2019, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

#### **TERM**

The term of the Agreement for the City’s purchase and Kemira’s supply of ferric chloride shall be extended through December 31, 2022.

#### **ORIGINAL AGREEMENT**

In all respects, all other provisions of the original Agreement dated December 17, 2019 shall remain in full force and effect.

#### **AUTHORITY TO EXECUTE**

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

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

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

---

Jeremy P. Stutsman, Mayor

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

**Kemira Water Solutions, Inc.**

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

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

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



## CITY OF GOSHEN LEGAL DEPARTMENT

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[www.goshenindiana.org](http://www.goshenindiana.org)

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement for Well Maintenance for 1A, 1, 2, 3, 5, and 6A

On behalf of the City of Goshen Water and Sewer Department, an agreement with Peerless-Midwest, Inc is being presented to the Board today for consideration and approval regarding well maintenance of well 1A, 1, 2, 3, 5, and 6A.

Per the attached exhibits, the cost for each well is as follows:

Shock Clean Well #1A and Pump Overhaul.....	Not-to-Exceed \$35,868.00
High Service #1 Pump Overhaul .....	Not-to-Exceed \$23,450.00
Hilltop Booster #2 and Pump Overhaul .....	Not-to-Exceed \$14,426.00
High Service #3 Pump Overhaul .....	Not-to-Exceed \$26,627.00
High Service #5 Pump Overhaul .....	Not-to-Exceed \$22,168.00
Double Disk Clean Well 6A &Pump Overhaul .....	Not-to-Exceed \$43,181.00

The total cost for the above maintenance is not to exceed \$165,720.

Suggested Motion:

**Move to approve and execute the Agreement for Well Cleaning and Maintenance with Peerless Midwest, Inc. with a total cost for the maintenance not to exceed \$165,720.**

## AGREEMENT

### **Well Maintenance for 1A, 1, 2, 3, 5, and 6A**

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

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

#### **Section 1. Contractor Duties**

Contractor shall provide City the services for the well maintenance, which services are more particularly described in Contractor's October 25, 2021 proposals attached as Exhibits A through F (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibits A through F, the terms set forth in this agreement shall prevail.

#### **Section 2. Effective Date; Term**

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

#### **Section 3. Compensation**

- (A) City agrees to compensate Contractor as follows for performing all Duties:

Shock Clean Well #1A and Pump Overhaul .....	Not-to-Exceed \$35,868.00
High Service #1 Pump Overhaul .....	Not-to-Exceed \$23,450.00
Hilltop Booster #2 and Pump Overhaul .....	Not-to-Exceed \$14,426.00
High Service #3 Pump Overhaul .....	Not-to-Exceed \$26,627.00
High Service #5 Pump Overhaul .....	Not-to-Exceed \$22,168.00
Double Disk Clean Well 6A &Pump Overhaul .....	Not-to-Exceed \$43,181.00

## **Section 4. Payment**

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Water Department  
308 North 5<sup>th</sup> Street  
Goshen, IN 46526

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

## **Section 5. Licensing/Certification Standards**

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

## **Section 6. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

## **Section 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.

## **Section 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. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

## **Section 9. Contracting with Relatives**

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

## **Section 10. No Investment Activities in Iran**

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

## **Section 11. Indemnification**

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

## **Section 12. Force Majeure**

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

## **Section 13. Default**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (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 services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 14. Termination**

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

### **Section 15. Notice**

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

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

Contractor:    Peerless-Midwest, Inc  
                  55860 Russell Industrial Parkway  
                  Mishawaka, IN 46545

### **Section 16. Subcontracting or Assignment**

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

### **Section 17. 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 18. 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 19. 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 services. Failure to do so maybe deemed a material breach of agreement.

## **Section 20. 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 21. 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 22. Binding Effect**

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

## **Section 23. Entire Agreement**

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

## **Section 24. Authority to Bind Contractor**

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

**Peerless Midwest, Inc.**

---

Jeremy P. Stutsman, Mayor

---

Michael Williams, Sales Manager

---

Michael A. Landis, Member

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

---

Mary Nichols, Member

---

DeWayne Riouse, Member

---

Barb Swartley, Member

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

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.1

**Date:** 10/25/21

**REFERENCE**

**NTE: Shock Clean Well 1A & Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to shock clean Well 1A and overhaul pump/motor.	
	Pump: Full replacement of bowl assembly rated 1200 GPM @ 107' TDH	\$7,834.00
	Motor: Standard reconditioning 50 HP motor, & new motor shaft.	\$3,534.00
	Shafting: All new stainless steel line shaft, couplings etc.. 1 3/16"	\$2,526.00
	Column: All new schedule 40 column pipe. 8"	\$6,294.00
	Shop and field labor to repair pump and to pull/set into well.	\$9,520.00
	Labor for 2-day chemical shock cleaning of well.	\$6,160.00

**TERMS** NET-30 **TOTAL PRICE:** \$35,868.00

**START** Upon Authorization

**COMPLETE** \_\_\_\_\_ **PEERLESS-MIDWEST, INC.**

**ACCEPTED BY** \_\_\_\_\_

BY Adam L. Gerstbauer

Adam L. Gerstbauer

Exhibit A

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.3

**Date:** 10/25/21

**REFERENCE** NTE: High Service #1 Pump Overhaul

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to overhaul HS #1.	
	Pump: Full replacement of bowl assembly rated 1200 GPM @ 224' TDH *Includes new column, line shaft	\$10,530.00
	Motor: Standard motor reconditioning 100 HP motor.	\$3,920.00
	Shop and Machinist Labor to disassemble overhaul and reassemble	\$5,040.00
	Field Labor: Pull/Set	\$3,960.00

TERMS NET-30 TOTAL PRICE: \$23,450.00

START Upon Authorization

COMPLETE

PEERLESS-MIDWEST, INC.

ACCEPTED BY

BY Adam L. Gerstbauer

Adam L. Gerstbauer

Exhibit B

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.6

**Date:** 10/25/21

REFERENCE

**NTE: Hilltop Booster #2 Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to overhaul Hilltop Booster #2	
	Pump: Full replacement of pump *all new parts except the volute.	\$4,852.00
	Motor: Standard motor reconditioning 100 HP motor.	\$1,734.00
	Shop and Machinist Labor to disassemble overhaul and reassemble	\$1,120.00
	Field Labor: Pull/Set *3-man due to confined space	\$6,720.00

TERMS NET-30 TOTAL PRICE: \$14,426.00

START Upon Authorization

COMPLETE

PEERLESS-MIDWEST, INC.

ACCEPTED BY

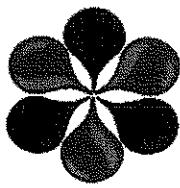
BY Adam L. Gerstbauer

Adam L. Gerstbauer

Exhibit C

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



# **PEERLESS MIDWEST** INC.

Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.4

Date: 10/25/21

## REFERENCE

## **NTE: High Service #3 Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to overhaul HS #3.	
	Pump: Full replacement of bowl assembly rated 1800 GPM @ 240' TDH *Includes new column, line shaft	\$13,492.00
	Motor: Standard motor reconditioning 150 HP motor.	\$4,175.00
	Shop and Machinist Labor to disassemble overhaul and reassemble	\$4,760.00
	Field Labor: Pull/Set *3-man due to 10" column size.	\$4,200.00

**TERMS** NET-30

**TOTAL PRICE:** \$26,627.00

**START** \_\_\_\_\_ **Upon Authorization**

## COMPLETE

PEERLESS-MIDWEST, INC.

ACCEPTED BY

PEERLESS-MIDWEST, INC.

BY Adam J. Goodwin

---

Adam L. Gerstbauer

## Exhibit D

**PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.5

Date: 10/25/21

## REFERENCE

## **NTE: High Service #5 Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to overhaul HS #5.	
	Pump: Full replacement of bowl assembly rated 1800 GPM @ 170' TDH *Includes new column, line shaft	\$9,248.00
	Motor: Standard motor reconditioning 100 HP motor.	\$3,960.00
	Shop and Machinist Labor to disassemble overhaul and reassemble	\$4,760.00
	Field Labor: Pull/Set *3-man due to 10" column size.	\$4,200.00

TERMS NET-30

**TOTAL PRICE:** \$22,168.00

START \_\_\_\_\_ Upon Authorization

## COMPLETE

PEERLESS-MIDWEST, INC.

ACCEPTED BY

PEERLESS-MIDWEST, INC.

BY John J. Gossamer

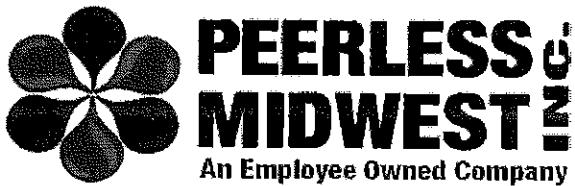
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Adam L. Gerstbauer

## Exhibit E

## **PEERLESS-MIDWEST, INC.**

55860 Russell Industrial Parkway  
Mishawaka, IN 46545  
574-254-9050



Goshen Water Department

308 North Fifth St.

Goshen, IN 46526

Attn: Mr. Kent Holdren

**Our Number:** ALG-10252021.2

Date: 10/25/21

## REFERENCE

## **NTE: Double Disk Clean Well 6A & Pump Overhaul**

QUANTITY	DESCRIPTION	PRICE
	Not to exceed quote to double disk clean Well 6A and overhaul pump/motor.	
	Pump: Full replacement of bowl assembly rated 1200 GPM @ 120' TDH	\$6,789.00
	Motor: Standard reconditioning 50 HP motor, & new motor shaft.	\$3,578.00
	Shafting: All new stainless steel line shaft, couplings etc.. 1_1/4"	\$1,896.00
	Column: All new schedule 40 column pipe. 8"	\$5,438.00
	Shop and field labor to repair pump and set into well.	\$8,680.00
	Labor for 5-day mechanical and chemical cleaning of well. *Utilizing double disk surge blocks and brushes.	\$15,400.00
	Pre and post clean video's of well, \$700 each	\$1,400.00

**TOTAL PRICE:** \$43,181.00

**START**                    Upon Authorization

## COMPLETE

PEERLESS-MIDWEST, INC.

## ACCEPTED BY

BY Adam J. Gerstbauer

## Exhibit F



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405  
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Police Department Conditional Offer of Employment to Anthony W. Reese

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to Anthony W. Reese, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Anthony W. Reese must meet prior to beginning employment with the Police Department as a probationary patrol officer. The agreement also provides for payment of a hiring bonus as Anthony has completed the Tier I basic training requirements and has active certification with the Indiana Law Enforcement Training Board.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

**Suggested motions:**

- (1) Move to extend a conditional offer of employment to Anthony W. Reese as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Anthony W. Reese which includes the payment of a hiring bonus.

## **CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on November \_\_\_\_\_, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Anthony W. Reese** (Reese).

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

### **PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Reese understands that currently no vacancy exists in the rank and file of the Police Department.
- (2) Reese certifies that Reese is currently a member of the Indiana Public Retirement System and the 1977 Police Officers' and Firefighters' Pension and Disability Fund.
- (3) City will confirm its offer of employment to Reese when a position opening becomes available in the Goshen City Police Department.

### **HIRING BONUS**

- (1) City agrees to pay a hiring bonus upon Reese's commencement of employment provided that Reese meets the following prerequisites:
  - (a) Reese has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
  - (b) Reese has an active certification with the Indiana Law Enforcement Training Board;
  - (c) Reese has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twelve (12) months of accepting the employment offer with the City (within twelve (12) months of the date of this agreement);
  - (d) Reese has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
  - (e) Reese will be a first time employee of the Goshen Police Department as a police officer.
- (2) By execution of this agreement, Reese certifies that Reese meets the prerequisites set forth in paragraph (1).
- (3) Upon commencement of employment, City agrees to pay Reese a hiring bonus payment of Eight Thousand Dollars (\$8,000) over Reese's first five (5) years of employment with the City as follows:

- (a) Two Thousand Dollars (\$2,000) shall be paid upon Reese's date of hire;
  - (b) Two Thousand Dollars (\$2,000) shall be paid upon Reese's second employment anniversary date with City; and
  - (c) Four Thousand Dollars (\$4,000) shall be paid upon Reese's fifth employment anniversary date with City.
- (4) Upon commencement of employment, City agrees to pay Reese a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Reese shall be credited with forty-five (45) hours of paid sick leave.
- (5) Reese's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Reese receive permanent appointment at any time within the probationary period.
- (6) In the event that Reese voluntarily leaves city employment or is terminated for cause prior to Reese's second employment anniversary date, Reese agrees to repay City the hiring bonus payment of Two Thousand Dollars (\$2,000) paid under paragraph (3)(a). No repayment will be due City if Reese leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or death.
- (7) Reese's repayment to City under paragraph (6) is due within thirty (30) days of Reese's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Reese's last day of employment with City.
- (8) Reese shall forfeit any future hiring bonus payments under paragraphs (3)(b) or (3)(c) if:
- (a) Any disciplinary action in excess of a written warning is taken against Reese at any time during the first five (5) years of employment; and
  - (b) Reese receives a performance evaluation with a score less than thirty-two (32) after Reese's first year of employment.

#### **AMENDMENT**

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

#### **SEVERABILITY**

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

## **INTEGRATION**

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

## **INDIANA LAW**

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

## **BINDING EFFECT**

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

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

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

---

Anthony W. Reese

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

---

Jeremy P. Stutsman, Mayor

Date: November 8, 2021



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405  
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

November 8, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Resolution 2021-27, 2022 City Holiday Schedule

The Common Council has delegated to the Board of Public Works and Safety the responsibility to determine on an annual basis a holiday schedule and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

Resolution 2021-27 approves the holiday schedule for 2022, and specifically designates the following dates to be observed for holidays that actually fall on a Saturday or Sunday:

- New Year's Day, Friday, December 31, 2021 (in lieu of January 1)
- Juneteenth National Independence Day, Monday June 20, 2022 (in lieu of June 19)
- Christmas Eve, Friday, December 23, 2022 (in lieu of December 24)
- Christmas Day, Monday, December 26, 2022 (in lieu of December 25)

### Suggested Motion:

Move to adopt Resolution 2021-27, 2022 City Holiday Schedule.

## **RESOLUTION 2021-27**

### **2022 CITY HOLIDAY SCHEDULE**

WHEREAS, pursuant to City Ordinance, the Board of Public Works and Safety shall determine on an annual basis a holiday schedule and designate the date to be observed for a holiday should an actual holiday fall on a Saturday or a Sunday.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the dates on which the specified holiday will be observed by the City of Goshen in 2022:

Holiday (Actual Day)	2022
New Year's Day (January 1)	Friday, December 31, 2021
Martin Luther King, Jr.'s Birthday (Third Monday in January)	Monday, January 17, 2022
Memorial Day (Last Monday in May)	Monday, May 30, 2022
Juneteenth National Independence Day (June 19)	Monday, June 20, 2022
Independence Day (July 4)	Monday, July 4, 2022
Labor Day (First Monday in September)	Monday, September 5, 2022
Veterans Day (November 11)	Friday, November 11, 2022
Thanksgiving Day (Fourth Thursday in November)	Thursday, November 24, 2022
Thanksgiving Holiday (Friday following Thanksgiving Day)	Friday, November 25, 2022
Christmas Eve (December 24)	Friday, December 23, 2022
Christmas Day (December 25)	Monday, December 26, 2022

BE IT FURTHER RESOLVED that City of Goshen offices and departments, excluding the Police and Fire Departments, will be closed on the above dates.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on November 8, 2021.

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Jeremy P. Stutsman, Mayor

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Mary Nichols, Member

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DeWayne Riouse, Member

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Michael A. Landis, Member

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Barb Swartley, Member

## **Communications Coordinator**

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**From:** Stutsman, Jeremy  
**Sent:** Friday, November 5, 2021 1:56 PM  
**To:** mayor  
**Subject:** RE: Dumpster

Please add



Jeremy P. Stutsman  
Mayor of Goshen

202 South Fifth Street, Suite 1  
Goshen, IN 46528  
(574) 533-9322 x2322 – office  
(574) 533-9740 – fax  
[jeremystutsman@goshencity.com](mailto:jeremystutsman@goshencity.com)  
[www.goshenindiana.org](http://www.goshenindiana.org)  
[www.facebook.com/CityOfGoshen](http://www.facebook.com/CityOfGoshen)



**From:** Grant Mielke <grant@valamarketing.com>  
**Sent:** Friday, November 5, 2021 11:05 AM  
**To:** Stutsman, Jeremy <jeremystutsman@goshencity.com>  
**Subject:** Dumpster

Jeremy,

We would like to rent a 5-10 yard dumpster on Saturday November 13th outside of our Goshen Office at 119.5 S Main St Goshen Indiana.

Thanks,