



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

Regular Meeting Agenda

**4:00 p.m., June 6, 2024**

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

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

**Call to Order by Mayor Gina Leichty**

**Approval of Minutes: May 30 2024**

**Approval of Agenda**

- 1) Fire Department request:** Accept resignation of Matthew White, effective June 15, 2024
- 2) Police & Legal departments request:** Extend a conditional offer of employment to José Ascension Esqueda as a probationary patrol officer and authorize the Mayor to execute the agreement
- 3) Black Squirrel Golf Club request:** Authorize a fireworks show and the provision of related City services on July 4, 2024, with a rain date of July 5, 2024
- 4) Legal Department request:** Award the bid for the purchase of replacement beds for a single axle chassis and tandem axle chassis and approve purchase agreement to W. A. Jones Truck Bodies & Equipment at a cost to the City of \$91,667
- 5) Legal Department request:** Move to accept the Uniform Conflict of Interest Disclosure Statement filed by Matthew Whitford
- 6) Engineering Department request:** Approve lane restrictions as part of the Asphalt Rejuvenation Package from Monday, June 10 to Wednesday, June 12, 2024
- 7) Engineering Department request:** Approve and authorize Change Order No. 4 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project in the amount of \$33,160.00, bringing the total Contract to \$4,328,546.08, an increase of 1.88%
- 8) Engineering Department request:** Approve and authorize the Mayor to sign the attached agreement with Back Municipal Consulting for \$51,350 to provide design and construction support services for a CIPP lining project for select Sanitary Sewer piping and manhole rehabilitation



**9) Engineering Department request:** Accept the drainage plan for the Goshen Village Shoppes, noting that the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer's licensed professional and that the City accepts no liability in conjunction with the acceptance of the drainage plan

### **Privilege of the Floor**

#### **CITY OF GOSHEN STORMWATER BOARD**

**4:00 p.m., June 6, 2024**

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

**Members:** Mayor Leichty, Mike Landis and Mary Nichols

**10) Accept the amended post-construction stormwater management plan for East College Avenue Industrial Park Brinkley RV Private Drive and Buildings #4 & #5 as it has been found to meet the requirements of City Ordinance 4329**

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE MAY 30, 2024 REGULAR MEETING**

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

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

**Absent:** None

**CALL TO ORDER:** Mayor Leichty called the meeting to order at 4:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Leichty presented the minutes of the May 23, 2024 Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. The motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Leichty presented the meeting agenda. Board member Swartley moved to approve the agenda with additional agenda item #9) *Request for closure of 1313 E. Douglas Street just east of 16<sup>th</sup> Street June 3-4, 2024.* Board member Landis seconded the motion. Motion passed 5-0.

**1) Police Department presentation: Life Saving Award to Officer Jordan Snyder**

**City Police Patrol Division Chief Ryan Adams** said he wanted to bring to the attention of the Board of Works and Safety and to the Goshen community the life-saving actions of **Officer Jordan Snyder**, adding that the Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

**Chief Ryan** said on Sunday, April 14, 2024, **Patrolman Snyder** was in his patrol vehicle in the parking lot of the Faith Mission, having transported a homeless person there, when a man ran up to him and stated that two people were possibly overdosing in a car in the parking lot. Patrolman Snyder immediately got the attention of Faith Mission employees to call for help, and also contacted the Public Safety Communications Center.

**Chief Ryan** said **Patrolman Snyder** found two subjects, a male and female, unresponsive in the front of a car, resistant to all attempts to wake them up. He retrieved a Narcan applicator (a medication used to reverse opioid overdoses) from his patrol vehicle and used it on one of the subjects. He then took a second Narcan applicator from an arriving Elkhart Police Department officer and gave it to the other subject.

**Chief Ryan** said "Captain Sullivan from the Elkhart Fire Department advised the Narcan was effective and that one of the subjects was talking by the time medics arrived, and the other was shortly thereafter. Medics did not administer any additional Narcan themselves. At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person."

On behalf of the City, **Mayor Leichty thanked Officer Snyder** for his life-saving actions. **Officer Snyder** expressed appreciation for the award.

**2) Police Department request: Life Saving Award to Officer Maxwell Harmon**

**City Police Patrol Division Chief Ryan Adams** said he wanted to bring to the attention of the Board of Works and Safety and to the Goshen community the life-saving actions of **Officer Maxwell Harmon**, adding that the Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

**Chief Ryan** said on April 24, 2024, officers responded to a serious bodily injury crash at Lincolnway East and College Avenue, between a passenger car and a moped. **Officer Maxwell Harmon** was the first officer on scene and located bystanders tending to the driver of the moped. The driver had an apparent complete fracture to his left femur. A civilian had used a belt as a makeshift tourniquet.



**Chief Ryan** said “Officer Harmon then applied his own tourniquet to the person’s leg. Captain (Nick) Kauffman spoke with a Goshen Fire Department lieutenant, who stated the injury was bleeding severely and the tourniquet ‘stopped the bleed.’ He said without its application, the individual ‘might have bled out.’ At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.”

**Officer Harmon** expressed appreciation for the award. **Mayor Leichty praised Officer Harmon** for his quick actions, which saved a life.

**3) Goshen Community Schools request: Approve the installation of an aggregate drive as part of the new Baseball-Softball Complex project**

**Brian Blight, a senior project manager with Weigand Construction of South Bend,** said he was making a request regarding an access road that will be used by emergency vehicles around the perimeter of the new baseball and softball complex for the Goshen Community Schools.

In a May 20, 2024 memorandum to the Board, **Andy Bearman of Commonwealth Engineers, Inc.** wrote that Goshen Community Schools was requesting the approval of an aggregate driveway in lieu of a paved surface for the emergency and maintenance vehicle drive to be included around the east and south sides of the Baseball and Softball Complex project. The public vehicle areas will be covered in asphalt pavement.

**Bearman** wrote that there will be gates at the north end of the drive and to the south of the baseball field to restrict access. The driveway will be constructed with crushed limestone (not gravel) and the soil base will be compacted. The soil on this site is sandy and should not deteriorate over time due to moisture. This drive will also be used by construction traffic. So, it will be subjected to many repeated heavy traffic loads before the complex will be used.

**Bright** also wrote that the route has been discussed with, and presented to the City Engineering, Planning, and Fire departments. The route and 20-foot width are based on their feedback, and this request was based on Technical Review comments. The project meets all planning and zoning requirements.

**Bright** concluded that the main reason for choosing aggregate was the cost – both initial installation and long-term maintenance. He wrote that weather would deteriorate asphalt pavement faster than vehicle use since the number of axle passes will be very small. Additionally, the aggregate surface will reduce the amount of completely impervious surface on the site, which will reduce the concentration of runoff and improve infiltration into the sandy soil.

**Swartley/Landis made a motion to approve the installation of an aggregate drive as part of the new baseball and softball complex project. Motion passed 5-0.**

**4) Downtown Goshen Inc. request: Approve use of the alleyway next to Goshen Theater, 216 South Main Street, from 1 to 11 p.m., on First Friday, June 7, 2024**

On behalf of Downtown Goshen Inc., **Amanda Rose, of Eyedart Creative Studio and the Director of First Fridays,** requested the use of the alleyway next to the Goshen Theater, 216 S Main St., from 1 to 11 p.m. on June 7, 2024 for First Friday activities.

In case of rain, **Rose** said the alley will be used for the trailer of the Steel Wheels band. She said if there is no rain, the alley won’t be used. She said the Street Department has been contacted about the request.

**Swartley/Landis made a motion to approve Downtown Goshen Inc., request to the use of the alleyway next to the Goshen Theater, 216 S Main St., from 1 to 11 p.m. on June 7, 2024. Motion passed 5-0.**

**5) St. John the Evangelist Catholic Church request: Approve street closures for two church events, on June 2, 2024 and on June 9, 2024**

**Cindy Wiederman, the business manager for St. John the Evangelist Catholic Church in Goshen,** said on Sunday, June 2, 2024 a big event would take place at the church. She said parishioners wanted to participate in a procession from the church to Monroe Street, taking a left turn onto South 3rd Street, a right turn on West Douglas Street, a right turn onto River Race Drive and then a turn on Monroe Street back to the church.



**Wiederman** said the procession would begin at 12:30 p.m. after Mass and would conclude by 2 p.m. In order to safely allow parishioners to enjoy the procession, the church requesting the Board's permission to temporarily block West Monroe Street, South 3rd Street and River Race Drive from noon to 2 p.m. on June 2 so that 200 to 300 parishioners could participate in the annual Corpus Christi Procession. She said the church had already coordinated the request with the City Street Department.

In addition, **Wiederman** asked for permission to block part of West Monroe Street to have more space for parishioners and for children to be safe when coming in and out of the gym on June 9, 2024. She said members will be having a farewell celebration for the church's pastor, Father Royce Gregerson, after the 1 p.m. Mass.

**Swartley/Landis made a motion to approve the two requests for street closures for church events on June 2, 2024 and June 9, 2024. Motion passed 5-0.**

**6) Legal Department request: Approve the agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at the Central Fire Station, and authorize Mayor Leichthy to execute the agreement**  
**Mayor Leichthy said a number of presenters would be speaking in favor of this proposed agreement.**

**BACKGROUND:**

In a May 30, 2024 memorandum to the Board, **City Attorney Bodie Stegelmann** wrote that along with the memorandum, he was providing a proposed agreement with Safe Haven Baby Boxes, Inc. an Indiana nonprofit corporation. Pursuant to the agreement, the City would install and operate a newborn safety device at the City's Central Fire Station under Indiana Code 31-34-2.5.

**Stegelmann** wrote that the City would be obligated to pay to Safe Haven Baby Boxes, Inc. the sum of \$15,500 as a one-time fee, and an annual fee of \$500. The City would need to pay for the installation of the device. City staff anticipates that grant funds would cover the cost of the acquisition and installation of the safety device.

**Under the eight-page agreement, the five "Whereas" clauses stated:**

- **SHBB (Safe Haven Baby Boxes) is a nonprofit educational organization** that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device") (as that term is defined under Indiana law), and awareness related to preventing child abandonment.
- Indiana Code § 31-34-2.5-1, et al (the "Safe Haven Laws"), **provides certain protections to local fire departments that install a newborn safety device** (the "Safety Device");
- **Provider (City of Goshen) desires to install a Safety Device on Provider's premises pursuant to the Safe Haven Laws;**
- **SHBB is agreeable to placing a Safety Device to the Provider's premises** and undertaking certain services in relation thereto;
- Finally, the **Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction** for the placement of a Safety Device.

**"Section 1. Installation" of the agreement specified:**

**"SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at 209 North 3rd Street, Goshen, Indiana. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials.**





"Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit 'A' (the "Policies and Procedures") of this Agreement, which is hereby made a substantive part of this Agreement by reference."

**"Section 2. Services by SHBB"** specified

**"SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:** (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the 'Services')."

**"Section 3. Lease and Service Term"** specified:

**"The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms** upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties."

**"Section 4. Consideration"** specified:

"In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, **Provider (City of Goshen) agrees to pay SHBB an initial fee of \$15,500**, unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a **renewal fee of \$500 for each successive Term** under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an **annual fee of \$500** and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit 'B.'"

**"Section 5. Obligations of Provider"(City of Goshen)** specified:

"In addition to any and all other obligations of the Provider set forth herein, **Provider agrees to follow all policies and procedures provided by SHBB** which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures.

**"Provider agrees to maintain the Safety Device in good working order**, the costs of which are to be borne by Provider. **Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB.**

"Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. **Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.**



“Provider (City of Goshen) shall refer to the Safety Device as a **“Safe Haven Baby Box.”** Further, **Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times** and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.”

**“Section 6. Representations and Warranties, B. Representations & Warranties of SHBB”** specified:

“SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION ...”

**“Section 7. Insurance”** specified:

“Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device’s placement and operation in or about Provider’s facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the City of Goshen’s master general liability and umbrella policies. SHBB’s liability as to the Safety Device in relation to the Provider under this Agreement is covered under the City’s master general liability and umbrella policies.”

**“Section 9. Termination”** specified:

“Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below ...”

**“Section 12. Disclaimer and Limitation of Warranties”** specified:

“SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT “AS IS.” THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE’S COMPOSITE PARTS.

“SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.”

**The agreement included “EXHIBIT A, SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES,”** a three page document which includes sections titled I. Purpose; II. Policies; III. Generic procedures when the Baby Box is Activated; IV. Additional Procedures for designated Providers; and V. Documentation (Documents & Forms). **Finally, the agreement included “EXHIBIT B. SAFE HAVEN BABY BOXES, INC. SERVICES, FEES, AND EXPENSES SCHEDULE,”** which detailed the expenses, terms and other fees.



## DISCUSSION ABOUT & PASSAGE OF THE CITY'S AGREEMENT WITH SHBB, INC. ON MAY 30, 2024:

**Mayor Leichty** said she first became aware of this request last summer, not long after taking office to complete **Mayor Jeremy Stutsman's** term, after he resigned. She said the organization **100 Women Who Care Elkhart County** reached out because they decided Goshen was going to be, at long last, a recipient of one of the group's many charitable offerings.

**Mayor Leichty** said the group wanted to donate to the Safe Haven charitable cause, with funds donated through the Elkhart County Community Foundation. The group was interested in placing a Safe Haven Baby box at one of Goshen's fire stations.

**Mayor Leichty** said Indiana's statute provides that children in the State of Indiana who are infants "can be surrendered anonymously to a safe location without legal compromise for the parents, so that statute pertains to fire houses that are operated 24 hours a day and could apply to any hospital as well. But it's a way for parents who are in dire circumstances who have decided that they are no longer able to care for an infant to turn over that infant safely."

**Mayor Leichty** said Safe Haven Baby Box, Inc., which is separate from the state Safe Haven Law, has provided baby boxes, which are safe spaces for babies to be placed instead of being left on the front steps of a fire or police station. She said the baby box is a temperature-controlled incubator that has an alarm and is monitored.

**Mayor Leichty** said City staff started a conversation about the donation and then put it on hold for a while to make sure that legal questions and concerns were resolved before moving forward with the proposal. She said **City Attorney Bodie Stegelmann** would discuss those issues in a while.

**Mayor Leichty** said next there would be a presentation from **Carrie Berghoff**, one of the **100 Women Who Care Elkhart County** as well as a **representative of the Community Foundation of Elkhart County**. She said the group would be providing funds to cover the cost of the project.

**Berghoff, the Chief Development Officer for the Community Foundation**, said she works with generous donors who engage in philanthropic acts through the foundation. She said one of those groups is **100 Women Who Care Elkhart County**, to which she also belongs.

**Berghoff** said members of the group get together four times a year and donate \$100 each and together they give \$10,000 to charity. She said members have been doing this for 10 years and have donated more than \$400,000 to local non-profit organizations.

In January 2023, **Berghoff** said the group selected Safe Haven Baby Box, Inc. with the idea of donating a baby box to Goshen. She said there is one in Elkhart, at the Cleveland Township Fire Department, and shortly after it was installed, a baby was surrendered in 2023.

Since Safe Haven Baby Box, Inc. started in the state of Indiana in 2016, **Berghoff** said 29 infants have been surrendered in the state without one fatal abandonment. She said there are more than 100 baby boxes in Indiana, but only one in Elkhart County. She said **100 Women Who Care Elkhart County** wanted to place a baby box in Goshen to provide this surrender option for parents facing a dire situation.

**Berghoff** said Safe Haven Baby Box, Inc. also provides counseling and services for women. In most cases, she said the organization has been in communication with mothers before they have surrendered their babies. The women are counseled on their options. She said SHBB operates a hotline to tell women the closest location of a baby box.

**Berghoff** said **100 Women Who Care Elkhart County** have donated \$10,000 to the Goshen project. She said other donors in Elkhart County have also started a fund. Rep. Joanna King, R-Middlebury, has said state funding also is available, but **Berghoff** said there is already enough charitable support to pay the Goshen baby box expenses.

**Berghoff** said total costs for the baby box will be up to \$18,000 and she said she had no doubt adequate funds will be available. She said donations also would be raised for the \$500 annual baby box fee.





**Berghoff** said a hospital-grade bassinet would be installed on the side of the Goshen Fire Station and she has connected **City Fire Chief Dan Sink** with **D.J. Construction**, which is willing to reduce the cost of the baby box's construction and installation. She said even the installation would be "fiscally responsible."

Ultimately, **Berghoff** said there are many women and families in Elkhart County who want to provide this additional choice for mothers and fathers in the area who are facing a dire situation. **Berghoff** invited questions from the Board.

**Mayor Leichty** asked if 100% of the program costs would be covered by donations, so the City won't bear any of the costs. **Berghoff** said that was correct – that the group was committed to paying through general public philanthropy adding, "In fact, I've said to send any invoices to the Foundation. We will pay for them. Safe Haven Baby Box is a non-profit, so by doing it through the Community Foundation, it's considered a grant. So, it makes perfect sense to do it through us." She added that there would be adequate donors, including from herself.

**Mayor Leichty** said a question was raised about the City's financial obligations since the agreement states that the City would be responsible for the expenses. The Mayor said she wanted to make sure the funding did not have to go through the City of Goshen. **Berghoff** said that was correct. "I would want all invoices to come to us and we'll pay them as grants to this charity." She added that the Carmel baby box has had numerous surrendered babies.

**Board member Swartley** asked where Safe Haven Baby Box, Inc. gets its referrals and who does the counseling. **Berghoff** said the organization operates a hotline and SHBB staff members are usually in conversation with women during their pregnancies and not just after the birth of babies. She said they discuss options with the women. She also said other non-profit groups refer women to the organization.

**Berghoff** said that a baby box usually is the mother's "last resort" after exhausting other options. She said the surrender is usually at a fire station because the women usually have had no medical care and the baby is often still attached to the placenta, so it is a medical emergency. An alarm sounds and the babies are taken to the hospital.

**Berghoff** said the **Indiana Department of Child Services** is then contacted and places the babies in state custody. She said the babies "are placed in their forever homes generally within 90 days because so many foster-to-adopt parents want infants."

**Board member Swartley** asked if Safe Haven Baby Box, Inc.'s role ends when the baby is surrendered. **Berghoff** said it would depend on the mother because the service is anonymous. However, she said sometimes the organization knows the identity of mothers who have surrendered their babies.

**Berghoff** said the organization usually distributes a news release because the surrendering usually mother wants to know that the baby is safe and in good hands. And, she said, sometimes the counseling continues, but Safe Haven Baby Box, Inc. has no further contact with the baby.

**Board member Landis** said he is in the middle of adoption issues and knows adult adoptees who have no idea who their origin families are. He said that was one of his concerns apart from the baby box, which he said he understood was the last choice. He asked who would pay for the DNA searches for these children when they become adults.

**Berghoff** said inside the baby box will be information bag of resources for the mother. She said it contains forms that can be filled out, including medical history.

**Board member Landis** said he had more questions, which should not be interpreted as meaning he opposed this agreement. He said he wished there was a way to protect the child after they were placed with a new family, that the birth mother would not be anonymous. **Berghoff** said she didn't know if surrendering mothers provide information. She said perhaps at times the mother may not know who the father was.

**Board member Landis** said he just wanted there to be a "balance." He said there currently is a system that allows a mother to drop off a child at a fire station. **Berghoff** said that is true, but the baby box is a way to do so anonymously with no security cameras.

**Berghoff** said infants left at baby boxes are usually in their permanent homes within 90 days, which is much faster than usual foster home adoptions. **Board member Landis** said that wasn't rare for infant adoptions. He added that this system could result in 50-year-old adults not knowing who their parents were.



**Mayor Leichty** thanked **Berghoff and the Community Foundation** for providing enough voluntary contributions to pay for the entire program. She said she appreciated that.

**City Fire Chief Dan Sink** said he would discuss the logistics and operations of the baby box at the Central Fire Station. He said it would be located in the back building along the alley, which will provide a private pathway and allow for anonymity. As he is not a contractor, **Chief Sink** said he contacted **Matt Schrock of DJ Construction**, who has provided counsel on how the baby box should be installed.

**Chief Sink** said the Safe Haven Law allows a person to give up an infant anonymously without fear of arrest or prosecution. He acknowledged **Board member Landis'** concerns, but he said with the current parenting crisis, the goal is to prevent harm to children.

**Chief Sink** said all Goshen fire stations are considered safe haven locations, where a parent can surrender an infant or child, but the baby box provides a different tool that is not now available.

**Chief Sink** said the baby box is climate controlled for the newborns and features multiple alarms, so when the outside door is opened it triggers a silent alarm to the 911 dispatch center. He said when the infant is placed in the bassinette, a sensor triggers another call to the dispatch center so there is always awareness of the surrender. When the door closes, **Chief Sink** said the device is locked, first responders are notified and the baby is retrieved from the baby box. Paramedics conduct a quick examination before the infant is transported to Goshen Hospital for medical care through the emergency department. And then, he said, various entities are contacted.

**Chief Sink** said the Fire Department is always striving to add value beyond its daily responsibilities of fire response and emergency medical services "and as an avid defender and caregiver for children in our community, we at the GFD see the addition of a baby box as another tool or option to assist either parents or a parent who is in crisis with an option to surrender an infant for good quality care vs. something maybe untoward happening to the infants." He said the Fire Department wants to care for these vulnerable infants.

**Board member Landis** asked if the proposed baby box location was currently monitored by cameras. **Chief Sink** said it doesn't have a camera now, "but even we had a camera in the area, we would take it out if we had to."

**Chief Sink** said he serves on the board of the Indiana Fire Chiefs Association and multiple chiefs have baby boxes in their fire houses. He said they have worked successfully, with some almost-immediate surrenders after being placed.

**Mayor Leichty thanked Chief Sink.**

**Mayor Leichty** said **City Attorney Bodie Stegelmann** would now discuss some of the legal issues and clarify concerns raised about the agreement.

**City Attorney Stegelmann** said the Fire Department has the obligation to accept surrendered children. Parents can bring children to the Fire Station or call 911, and Fire Department staff members are obligated to pick up the child.

**Regarding anonymity**, **Stegelmann** said that when a child is brought to the fire house or when the department responds to a 911 call, they are obligated to inform the parents that they have the right to remain anonymous.

**Stegelmann** said he understood **Board member Landis'** concern, but the way the statutes are written, anonymity is part of the process. **Stegelmann** said a baby box would provide a third avenue of surrender under the state statute

**Regarding questions about the City's liability** for taking part in this process, **Stegelmann** said the statute provides for civil immunity from liability for the City acting under the statute and accepting the surrender of children and taking related action. Taking action under the statute, he said, provides for immunity.

**Regarding the discussion about what happens to the child who has been surrendered**, **Stegelmann** said the Fire Department is obligated to take any action for the care of the child needed immediately but then immediately must transport the child to the closest hospital.

**Stegelmann** said there's an obligation for the Fire Department to contact (state) Child Services. Once that contact is made, he said, the Department of Child Services takes responsibility for the care of the child, including medical care and placement.



**Regarding issues or questions about what happens when a parent changes their mind, Stegelmann** said the Department of Child Services is involved and responsible for the care and placement of the child. He said a parent who surrenders a child would have every opportunity to contact the Department of Child Services and be part of any adoption or placement of that child. And, he said, there are statutes and procedures in the juvenile court system for parents to be involved in that process.

**Stegelmann** said Safe Haven Baby Box, Inc. would have an obligation under the agreement to inspect and maintain the City's baby box on an ongoing basis. So, if the baby box was damaged, he said the City would have an obligation to pay for the repairs and those and other ongoing expenses would be paid by the Community Foundation.

Stegelmann also said ongoing expenses or maintenance or repairs "should not be an issue."

**Mayor Leichty said the initial term of the agreement would be five years. Stegelmann added that the City could terminate the agreement with 60 days' notice if it was not working out.**

**Mayor Leichty asked Board members if they had any further questions.**

**Board member Swartley and Landis said not at this time.**

**Mayor Leichty asked Clerk-Treasurer Richard R. Aguirre if he had additional questions.**

**Clerk-Treasurer Aguirre** said he prepared a memo outlining concerns and questions about the proposed agreement, some questions about costs and accounting for the funds that would be spent and a recommendation that approval of the agreement be conditioned on an additional appropriation for baby box expenses from the Common Council. He said he distributed copies of the memo to the Board, the Mayor, the City Attorney and the Fire Chief – and emailed copies last night and would be making this memorandum part of the record (**EXHIBIT #1**).

**Aguirre outlined these concerns about the City's proposed agreement with Safe Haven Baby Box, Inc:**

**Incomplete financial and insurance review.** Aguirre said the agreement stated that the City "consulted its ... financial and insurance related advisors ..." However, he said the Clerk-Treasurer oversees the City's finances and insurance and did not contact that review, nor has he been provided any information from a review. He said he hasn't checked on costs or insurance issues with other Indiana cities with baby boxes, which he would like to do.

**Abdication of the City's appropriate role to communicate with and inform residents.** Under the agreement, SHBB will provide educational materials to the City and the general public about the baby box and the safe haven law as well as signage. Aguirre said he believed it was inappropriate for the City to surrender its informational responsibility to a private organization and to agree to provide its materials without reviewing them in advance.

**High cost of the baby box.** Under the the agreement, the City must pay SHBB an initial fee of \$15,500, a renewal fee of \$500 for each successive five-year term under this agreement, and an annual fee of \$500 and other associated expenses. Given that the initial cost quoted in June 2023 was \$11,000, Aguirre asked why there had been a nearly 41% cost increase in less than a year and what the annual fee would pay for.

**SHBB can change provisions but not the City.** Aguirre said the agreement specifies that SHBB can change policies and procedures, but not the City. He asked why this was the case.

**An inaccurate representation about the baby box.** The sixth page of the agreement, in all capital and bold letters, stated that "SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE ..." However, Aguirre pointed to news coverage in which SHBB staff members said that the baby boxes are made by SHBB, Inc. at its headquarters in Woodburn, Indiana. He said this statement should be removed from the agreement.

**Leasing of a device without any warranty.** Aguirre asked why the City would lease and pay for a device that comes with "no representations or warranties whatsoever, directly or indirectly, express or implied, as to the suitability, durability, fitness for use, merchantability, condition, quality performance or non-infringement of the safety device." He asked if the City was even allowed to accept a piece of equipment without any warranties or expectation of performance and whether it was a prudent to do so.

**A provision requiring action by Goshen Hospital.** Aguirre pointed out that the agreement stated that "The hospital supervisor will notify the appropriate state agency and have a social services consult order placed."



**Aguirre** asked how this would be enforced and if the City could require Goshen Hospital personnel to do anything. **The costs of transporting the infants and providing hospital care.** Aguirre said the City is reimbursed for transporting some patients to the hospital now and asked whether the City would be reimbursed for transporting the babies. He also asked who would pay the medical costs of the infants at Goshen Hospital.

**Paying the City's costs for the baby box.** Although private donors have agreed to pay all expenses for the baby box, Aguirre recommended that the City obtain a written agreement guaranteeing those donations. Otherwise, he said the City would be responsible for paying the costs under the terms of the agreement.

**The Common Council should be asked to approve an appropriation to pay any unmet expenses.** Aguirre said it is likely that some City funds will be spent on the baby box program, including the time Fire Department employees will spend to maintain and test the baby box. Because of that, Aguirre recommended an appropriation request should be made to the Common Council before the SHBB agreement is finalized.

**After summarizing his memorandum to the Board, Aguirre** said that when this agreement was proposed about a year ago, he objected to it coming to the Board for many reasons, including some he stated today. Because questions had been raised, Aguirre said he believed it was prudent decision by the **Mayor's** to make sure issues were addressed before the agreement came before the Board.

However, just because he has concerns **Aguirre** said that that doesn't mean he's opposed to saving innocent lives. Aguirre said he supports saving lives for personal and faith-related reasons. Aguirre said he is a committed Christian and believes in protecting all life. He also said he serves on the national Executive Board of Mennonite Church USA and grew up Catholic, a denomination which respects all life.

**Aguirre** said there was also another issue in the background of this discussion and that was abortion and a women's right to choose. He said pro-choice people support baby boxes and pro-life people, including in Florida and Ohio, who have opposed them.

But other people have opposed them, **Aguirre** said, in part because the founder of Safe Haven Baby Box, Inc. opposes abortion in all instances. And her advocacy, Aguirre said, has become part of this discussion, especially among those who believe public funds used for baby boxes would be better spent informing pregnant women about their options, and providing prenatal and postnatal care and mental health counseling.

**Despite the rapid spread of Safe Haven Baby Boxes, Aguirre said he didn't believe this was something the City of Goshen needed to be involved in for the following reasons:**

1. All 50 states, including Indiana, have safe haven laws that allow mothers to surrender babies at hospitals and police and fire stations with no negative consequences. And over the past two decades these laws have worked very well. There have been 4,707 surrenders since 1999, according to the National Safe Haven Alliance.
2. If a baby box was deemed truly necessary in Goshen, it should be placed at Goshen Hospital as baby boxes have been placed at hospitals elsewhere in Indiana. In that way, babies would be exactly where they need to be to get the immediate care they needed. And the City would not have to be involved, nor bear any costs.
3. However noble the cause, there is no documented evidence that a baby box is the only effective way to save babies. Again, existing safe haven laws have proven that.
4. Unlike a mother surrendering a baby in person at a hospital or a fire or police station, with a baby box there is no possibility to obtain the informed consent of a surrendering parent or provide the mother with urgently needed medical care or counseling.
5. With a baby box, there's also no possibility to collect the vital medical or social history of a child. And many adoptees have struggled with this issue of not knowing their family or medical history.
6. A baby box also does nothing to address the crises that led a mother to surrender a child in the first place – no postnatal (or prenatal) services, no mental health services or no other services for women in crisis.
7. A baby box also makes it tough for a mother who has second thoughts or surrendered a baby without informing the father. These parents have to bear the costs of going to court and fighting for the baby.





8. These boxes also are speeding adoptions in Indiana, which may not be in the best interests of society or the parents who might want to reclaim a baby. It was reported earlier this year that last August officials placed a child left at a baby box at a Carmel fire station with an adoptive family within 12 hours. Is that the fast-track system we want?

9. That may be why some states, including New Mexico, have resisted baby boxes – out of concern for surrendered babies and their mothers.

10. Finally, despite the prevalence of baby boxes, they are rarely used – just 47 times since Safe Haven Baby Box, Inc. began its program in 2016.

**Aguirre** concluded, “It’s been said -- and will be repeated throughout this discussion -- that if only one baby can be saved from being left in a dumpster, all the costs and all the discussions of a baby box will be worth it. But, again, there are other ways to protect innocent lives and that’s by encouraging mothers to use our safe haven law and take their babies to Goshen Hospital.”

**Mayor Leichty thanked Aguirre for his comments. There were no Board questions for him.**

**Mayor Leichty asked if there were additional questions from Board members.**

**Board member Landis** asked the **City Attorney** about the possible failure of the baby box and whether it would be the sole responsibility of the City from the start, especially given all the parts and complexity of the device.

**City Attorney Stegelmann** said it will be the City’s obligation to keep the baby box in good working order based on regular testing and inspections. But, he said, Safe Haven will be responsible for inspecting and maintaining the baby box at least on an annual basis. So, he said it was a joint obligation of the City and SHBB.

**Mayor Leichty** said that in terms of the failure of equipment, this would be the same as any failure of equipment – the liability the City would have, such as the failure of a fire engine.

**Board member Landis** said he understood that, but if he bought a refrigerator and it had a one-year warranty, most refrigerators if they are going to fail will fail in the first year and then the responsibility is on the manufacturer and not the purchaser. And, he said, if something lasts for the first period, one can be fairly sure that it will last a normal lifetime. So, he said this was one of his concerns and he asked if there was any warranty on the equipment which was assembled by Safe Haven.

**City Attorney Stegelmann** said he understood that Safe Haven assembled equipment provided by companies.

**Mayor Leichty** said she believed the individual components in the baby box came with warranties from their manufacturers. **City Attorney Stegelmann** said he believed that was correct.

**Board member Landis** said he “would like some better clarification of that” given that it’s a complex device and isn’t just a shelf on a wall.

**Board member Swartley** asked for clarification that Safe Haven was assembling the baby boxes but wasn’t the manufacturer. **Mayor Leichty** said that was correct. **City Attorney Stegelmann** said Safe Haven was making a representation that it wasn’t the manufacturer to avoid product liability for the device. He added that he didn’t know what Safe Haven was doing at its facility near Fort Wayne, “but anything that was in this agreement would not waive some products liability responsibilities of the manufacturer.”

**City Attorney Stegelmann** also said Safe Haven’s agreement provisions waiving implied or expressed warranties, suitability, merchantability or quality performance were “fairly standard” contract language. He said the agreement also included an obligation by Safe Haven to inspect and maintain the device, at least on an annual basis, which would mean having to keep it operational. He added that City also must maintain the device in good order.

**Board member Swartley** asked Mayor Leichty if she has seen any of the material that would be placed inside the box for mothers to take. **Mayor** said she has not. She asked if **City Fire Chief Sink** has seen it.

**Chief Sink** said he has seen the device, which he described as a “bassinette,” which he said was kept at a constant 70 degrees and was well built. He said none of his colleagues have had warranty issues with Safe Haven.





**Board member Landis** said the fact the City could cancel the agreement with 60 days' notice was about as good a warranty as possible except for the money paid for it – which the Mayor said would be paid by others.

**Board member Swartley** clarified that she was asking about the educational materials placed in the baby box for mothers surrendering their babies. **Chief Sink** said he misunderstood the question and has not seen those materials. **Mayor Leichty** said she also misunderstood the question.

**Board member Landis** said if in fact anyone can surrender a baby openly and anonymously, someone from the City should have the right to examine the materials and have a say in what should be included.

**Chief Sink** said everyone would like that, but having worked on the street for many years, he would rather the baby be surrendered by a stressed parent than a worse alternative.

**Board member Landis** said that wasn't what he was talking about. "I'm talking about what gets put in this box – what they choose to put in ... so I would just say I would like (City Attorney Stegelmann) to be able to review that document and say, 'That's a very appropriate set of paperwork in the box.'" **Chief Sink** said he would defer to **Carrie Berghoff, of the Community Foundation of Elkhart County**.

**Berghoff** said she has just reviewed the resources section on the Safe Haven Baby Box website and said the packet inside the baby box includes information about the mother's legal rights, medical information about the baby if they choose to submit it, a safe haven registry with information about human trafficking and it also provides post-partum information because many of the mothers need medical care. She also said phone numbers are also included. She said the information is meant to help the mother in the initial days after giving birth.

**Board member Swartley** asked **Berghoff** the reason for a provision in the agreement that the general public will not be informed about the baby box until the day it "goes live." **Mayor Leichty** clarified that there is a contract provision that asks the City to wait to make an announcement until the agreement is signed so there can be a joint announcement.

**Berghoff** said she didn't know the answer to that but said she does know that Safe Haven Baby Box, Inc. does a "blessing ceremony" so the organization would be represented as well as City staff, the Fire Department and some of the donors. He said the box is blessed and then opened. Once installed, she added that there is a week of testing before it is turned on. She said she guessed SHBB wanted to make sure it was operating before any news coverage.

**Board member Swartley** said she had just wondered about this provision.

**Mayor Leichty** said her assumption was that SHBB wants to make sure the baby box is ready before it is used.

**Berghoff** said perhaps SHBB doesn't want mothers to know it's an option before it is available.

**Board member Landis** said "that's a tough pill for me to swallow."

**Mayor Leichty** said there was language in the agreement that specifies the many steps that must be taken to prepare the baby box. She said that was the organization's branding to ensure the baby box is ready before use.

**Board member Landis** said "if it wasn't a branding issue that might be easier for me."

**Chief Sink** responded: "It bothers me that it appears to be somebody referring or intimating that somebody here is trying to hide something. I mean, we're in a public meeting here, for crying out loud. So, let's disregard that right now. Secondly, I agree with Carrie that as this build-out goes, you don't want too much advertisement ahead because if it's not working, you do not want someone showing up in crisis and have something really, really tragic happen. So, I understand the whole process of not advertising and going live until the system is built, checked, tested and ready to go live. Sequentially that makes perfect sense, branded or not."

**Board member Swartley** responded, "I'd like to be clear that I don't think anybody is trying to hide anything." **Chief Sink** said he appreciated that. **Board member Landis** added, "Not from me. I'd agree with that."

**Mayor Leichty** asked if there were any other questions or comments or a motion from the Board.



**Swartley made a motion to approve the agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at the Central Fire Station and authorize Mayor Leichty to execute the agreement.**

**Before a second to the motion was made, City Councilor Don Riegsecker said the Mayor had not invited comments from the audience. Mayor Leichty then invited comments from the public.**

**Councilor Riegsecker**, who said he was representing himself today, said he heard about this proposal from **Rep. Joanna King**, who approached him more than a year ago about the possibility of a Safe Haven Baby Box in Goshen. He said he “was so excited and felt so proud to live in a country, state and community that this was even a possibility.” **Councilor Riegsecker then said the following:**

“Every day we wake up and we go about life making decisions that affect us and those around us. Some decisions are wise, but some decisions we may regret for the rest of our lives. One thing we have is options. Options are not always easy to navigate, but one thing I know is that my decisions will affect me and possibly others for years to come.

“Like me, I am sure every one of us has made decisions that we thought were the right ones at the time but turn out bad and may bring unexpected or undesirable results. The Safe Haven Box will allow a mother, whether she is young, old, wise, reckless, Christian or not, a chance to utilize one of many options available to her.

“This new mother will have many emotions and may feel lost and not sure how she will handle her decision to bring a new life into this world. Some of the concern may be financial. Some may be shame. Some may be immaturity. Or some might be ‘I can’t handle being a single mother at this point in my life.’

“Decisions will be made that may be good or may be regretful, but having the option to give a newborn baby up is not going to be easy either way, no matter what the decision. The Safe Haven Baby Box will be a safe and legal option for a mother to give up a newborn baby with anonymity and feel that her past decisions may not have to weigh on her or her baby so heavily for the remainder of their lives.

“Please approve the Safe Haven Baby Box agreement and possibly save the life of a newborn baby and allow this mother the option of turning a possible regretful event into a blessing for her, the baby and another family who desires a baby to love. I want to thank Rep. King and the Elkhart County Community Foundation for pursuing this option and thank you to this Board for considering this option. Jesus, I think, will be smiling on this community.

**Mayor Leichty thanked Councilor Riegsecker for his comments.**

**Mayor Leichty asked if anyone else in the audience wanted to speak. No one did.**

**Clerk-Treasurer Aguirre** asked if the Board was going to approve the agreement with the inaccuracies and false information that it had. **Mayor Leichty** said the agreement would be approved as-is, adding, “I think the interpretation of falsehood and inaccuracies is one interpretation of that agreement.”

**Aguirre** responded, “An interpretation is something that is subject to dispute based on facts,” while this agreement had inaccurate information. **Mayor Leichty** responded that the agreement has undergone extensive legal review and that the Board was relying on the City Attorney to ensure that the agreement was legally sound.

**Aguirre** said the agreement stated that the agreement had undergone a complete financial and insurance review, which would be the responsibility of the Clerk-Treasurer and was not done and that should be noted for the record.

**Mayor Leichty** said, “I believe we’ve addressed that adequately in talking about how this is an extension of existing policy within the City already and we have addressed the financial concerns.”

**Mayor Leichty invited a motion from the Board.**



**Swartley/Landis made a motion to approve the agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at the Central Fire Station and authorize Mayor Leichthy to execute the agreement. The motion passed 5-0.**

**7) Engineering Department request: Authorize Mayor Leichthy to sign the agreement with Survey & Mapping Services for the preparation of four easement descriptions for \$6,500**

**City Director of Public Works & Utilities Dustin Sailor** presented an agreement for surveying and mapping services for Yoder Culp Funeral Home's proposed expansion west of its primary building.

In review of the submitted site plan and of County records, **Sailor** said it was discovered that the public sanitary sewer on the proposed development property was not located within a recorded easement. With new utility asset requirements in place, all public assets on private property are to be within a documented easement.

Therefore, **Sailor** said Goshen Engineering would like to retain Survey & Mapping Services (SAM) to prepare legal descriptions and easement exhibits for four different parcels that the sewer line currently traverses. He said SAM has offered a lump sum fee of \$6,500 to complete the work within 30 calendar days.

**Swartley/Landis made a motion to authorize Mayor Leichthy to sign the agreement with SAM for the preparation of the four easement descriptions and exhibits for a lump sum fee of \$6,500. Motion passed 5-0.**

**8) Engineering Department request: Approve the agreement with Traffic Control Specialists for the 2024 Road Line Striping project in the amount of \$104,883.68**

**City Director of Public Works & Utilities Dustin Sailor** said on May 9, 2024, the City received these proposals for the 2024 Road Line Striping project: Traffic Control Specialists - \$104,883.68 and The Airmarking Co. - \$232,681.76.

Based on reviews by the Engineering and Legal departments, **Sailor** recommended that the Board award the contract to Traffic Control Specialists, Inc. as the lowest responsive and responsible bidder at \$104,883.68.

Asked by **Board member Landis** why there was such a large spread between the two bidders, **Sailor** said the bid from Traffic Control Specialists was closer to the City's estimate.

**Swartley/Landis made a motion to approve the agreement with Traffic Control Specialists for the 2024 Road Line Striping project in the amount of \$104,883.68. Motion passed 5-0.**

**9) Request for closure of 1313 E. Douglas Street, just east of 16<sup>th</sup> Street, June 3-4, 2024**

**Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department**, presented a request for the closure of 1313 East Douglas Street, just east of 16th Street, for the installation of a sewer tap (**EXHIBIT #2**).

**Shepherd** said the work will require excavation of the road, with a trench approximately 11 feet in depth. For the safety of the work crews and the public, the department was requesting permission for the street closure starting at 7 a.m. on Monday, June 3, 2024 and reopening to traffic the evening of Tuesday, June 4, 2024.

**Swartley/Landis made a motion to approve the closure of 1313 E. Douglas Street, just east of 16th Street, starting at 7 a.m. on June 3 and reopening the evening of June 4. Motion passed 5-0.**

**Privilege of the Floor (opportunity for public comment for matters not on the agenda):**

**Mayor Leichthy** opened Privilege of the Floor at 5:17 p.m. There were no public comments.



**Approval of Civil City and Utility Claims**

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

**Adjournment**

Mayor Leichty adjourned the Board of Public Works and Safety meeting at 5:17 p.m.

***EXHIBIT #1: A memorandum to the Board, dated May 30, 2024, from City of Goshen Clerk-Treasurer Richard R. Aguirre with questions and concerns about the proposed Safe Haven Baby Box, Inc. agreement.***

***EXHIBIT #2: A memorandum, dated May 29, 2024, from Superintendent of the City Water Treatment and Sewer Department Marvin Shepherd requesting the closure of 1313 E. Douglas Street, just east of 16th Street, for the installation of a sewer tap, June 3-June 4, 2024 (new agenda item #9).***

**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**

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**Orv Myers, Member**



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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**





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

209 North Third Street • Goshen, IN 46526-3201

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

May 30, 2024

To: Board of Works and Public safety

RE: Matthew White Resignation

From: Fire Chief Danny Sink

After serving the Goshen Fire Department and Goshen community since August 19, 2019, **Matthew White has submitted his resignation, effective June 15, 2024.**

We have enjoyed working with Matthew during his time at GFD and appreciate his service to our community. Our GFD family would like to wish Matt and his family the very best in their new endeavors.



## 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)

June 6, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Goshen Police Department Conditional Offer of Employment to Jose Ascension Esqueda

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

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Once employed, Jose will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain 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 Police Department.

### Suggested motions:

- (1) Move to extend a conditional offer of employment to Jose Ascension Esqueda as a probationary patrol officer.
- (2) Move to approve the Conditional Offer of Employment Agreement with Jose Ascension Esqueda, and authorize the Mayor to execute the agreement.

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

THIS AGREEMENT is made and entered into effective as of the last date of the signature hereon, by and between **Jose Ascension Esqueda** ("Esqueda") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

**CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT**

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

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Esqueda understands that currently no vacancy exists in the rank and file of the Police Department. Although the Goshen Police Department is initiating the pension physical and psychological testing, Esqueda understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Esqueda agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Esqueda understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Esqueda to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Esqueda's expense. If additional reports and/or testing are required, Esqueda may elect to terminate this agreement.
- (4) InPRS will determine whether Esqueda has any Class 3 excludable conditions. Esqueda understands that if InPRS finds that Esqueda has any Class 3 excludable conditions, Esqueda will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Esqueda's employment if the disability is related to the Class 3 excludable

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Esqueda understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Esqueda if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Esqueda accepts City's withdrawal and this agreement shall be terminated.

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

- (1) As a condition of employment with City and Goshen Police Department, Esqueda is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Esqueda agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Esqueda's first day of employment with Goshen Police Department.
- (2) As a further condition of employment, City and Goshen Police Department shall require and Esqueda agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Esqueda agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Esqueda will be paid for the time Esqueda spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Esqueda fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Esqueda's first day of employment with Goshen Police Department, Esqueda's employment with City and Goshen Police Department shall terminate.

#### **AMENDMENT**

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

**SEVERABILITY**

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

**INDIANA LAW**

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

**BINDING EFFECT**

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

**ENTIRE AGREEMENT**

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

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

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

\_\_\_\_\_  
Gina M. Leichty, Mayor

\_\_\_\_\_  
Jose Ascension Esqueda

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

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





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# BLACK SQUIRREL

G O L F C L U B

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1017 Larimer Drive  
Goshen, 46526  
574-533-1828

5/24/24

Owner: **Grant Sassaman**  
Phone: 574-202-6686  
Email: [Grant@BlackSquirrelGolf.com](mailto:Grant@BlackSquirrelGolf.com)  
Event Coordinator: **Laura Johnson**  
Phone: 574-361-4920  
Email: [lauraljohnson@me.com](mailto:lauraljohnson@me.com)

**To:** Board of Works & Safety

**Subject:** Fire Works Event Request

We are requesting that the City of Goshen authorize a fireworks show at the Black Squirrel Golf Course on July 4, 2024 with a rain date of July 5th. We are providing the attached documents outlining the event plans, event map, and donor options, and have already reached out to all City Departments to confirm they can work with the plan.

A meeting with the Fire Chief, Chief of Police and Street Department Commissioner was held 4/25/24. All Departments are on board and in agreement with the request Black Squirrel is asking.

Maps provided show parking for the public, police officer locations, signage and the location the fireworks will be set off. (See map for all locational details).

Food trucks will be setup and running at 4:00pm with the event open to the public from 4:00pm till 10:30pm

We are requesting 10 police officers, using 4 them for patrolling the event. Starting at 6:30pm through 10:30pm. The City agreed to provide traffic control starting at 10:00pm.

We are requesting the Street Department for signs stating, "One way", "Do Not Enter" One Sided Parking Only" and "Residential Parking Only". Also requesting 30 traffic cones to place in various areas.

We have secured approval of the location of the fire trucks in the West Goshen Cemetery.





# FIREWORKS ON THE FAIRWAYS



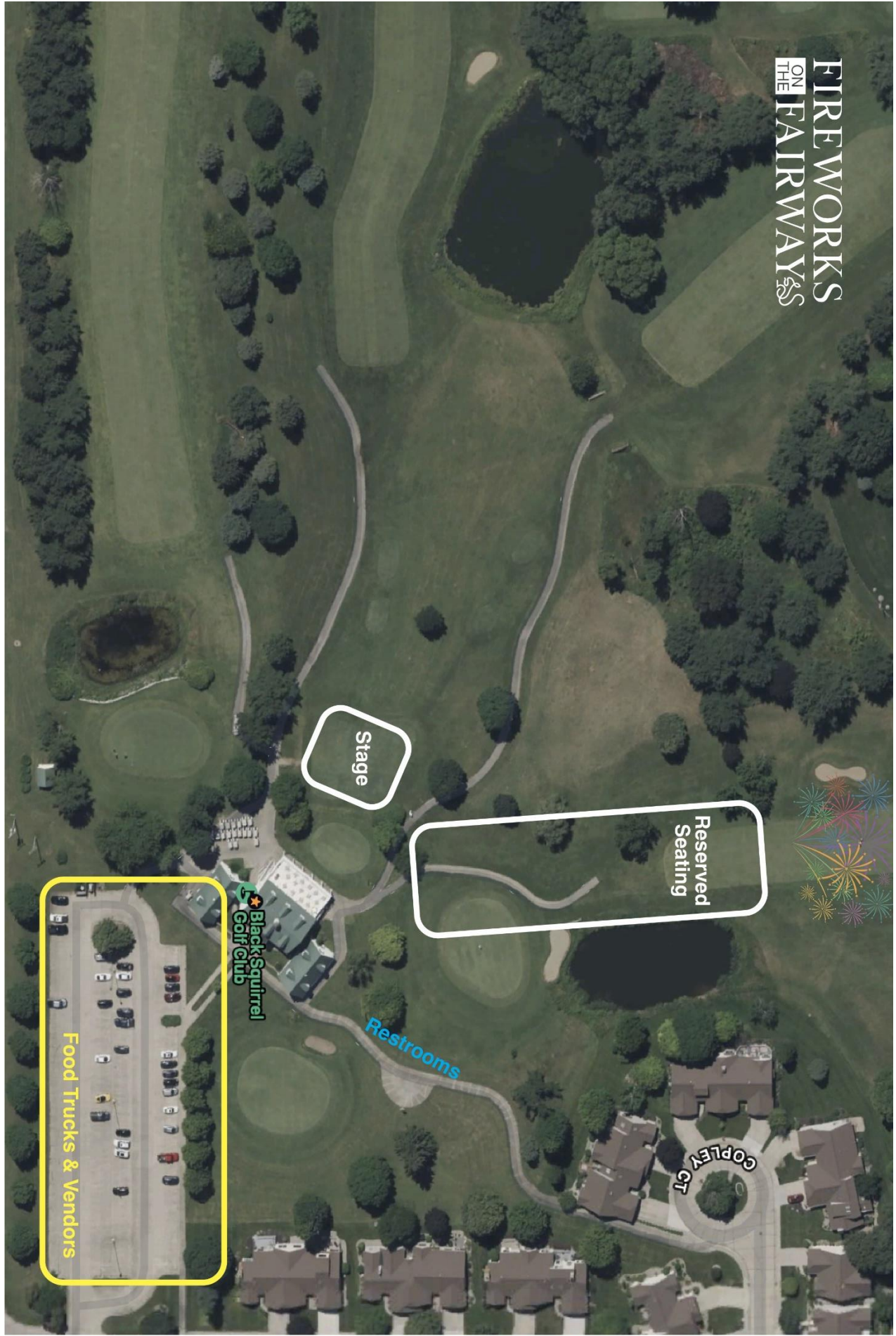
Reserved Seating

Stage

Restrooms

Black Squirrel Golf Club

Food Trucks & Vendors



# Sponsor Info

## Sponsor Fireworks on the Fairway

July 4, 2024

### Sponsor Fireworks on the Fairway

The goal for this event is to make and keep it free for the entire community. If your business would like to partner with Black Squirrel to make that happen, consider becoming a sponsor. Get your name in front of 20,000+ people, bring them team, enjoy private seating, and more.



Name \*



Name \*

First

Last

Company Name \*

Email \*

Phone

 (201) 555-0123

Sponsorship Level \*

Ace - \$30,000.00 ▾ 0 ▾

Comments

Total

\$0.00

#### ACE - \$30,000

- Five 1 Year Memberships (\$3,750 Value)
- VIP Seating at event for 50
- 3 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

\*This package is customizable

#### Eagle - \$10,000

- Three 1 Year Memberships (\$2,250 Value)
- VIP Seating at event for 6
- 2 media/event mentions
- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video

- Signage on course during event
- Booth Space
- BSGC Swag
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

#### Birdie - \$5,000

- Two 1 Year Memberships (\$1,500 Value)
- VIP Seating at event for 4
- Media mention
- Signage on course during event
- Booth Space
- Mention in post event video
- 1 Year Hole Sponsorship
- Designated Company seating area

#### Par - \$3,000

- One 1 Year Membership
- VIP Seating at event for 2
- Signage on course during event
- Booth Space

#### Starter - \$500

- Logo on website and banner

#### Vendor Booth Only - \$250

- 5 spots available



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

June 6, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Award Bid for Purchase of replacement beds for a single axle and tandem axle and Purchase Agreement with W.A. Jones Truck Bodies & Equipment

The City solicited sealed bids for the purchase of replacement beds for a single axle chassis and tandem axle chassis for the Street Department. The bid tabulation is as follows:

Bidder	Single Axle Bed	Tandem Axle Bed	Total Bid
W.A. Jones Truck Bodies & Equipment	\$41,985	\$49,682	\$91,667
Viking-Cives-Lindco Equipment Sales	\$52,055	\$59,495	\$111,550

It is recommended that the City reject the bid from Biking-Cives- Lindco Equipment Sales.

It is further recommended that W.A. Jones Truck Bodies & Equipment be awarded the bid, and the Board authorize Mayor Leichty to execute the attached purchase agreement in the total cost of \$91,667.

**Suggested Motion:**

Move to award the bid for the purchase of replacement beds for a single axle chassis and tandem axle chassis to W. A. Jones Truck Bodies & Equipment as the lowest responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement regarding the same at a cost to the City of \$91,667.



**PURCHASE AGREEMENT FOR REPLACEMENT BEDS FOR  
SINGLE AXLE AND TANDEM AXLE TRUCK BEDS**

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **W.A. Jones Truck Bodies & Equipment** (“Supplier”), whose mailing address is 1171 South Williams Drive, Columbia City, In 46525, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

**Section 1. Effective Date**

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

**Section 2. Purchase**

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier’s Proposal (Attachment B), the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

**Section 3. Delivery**

- (A) Supplier agrees to deliver all supplies within one hundred eighty (180) calendar days from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:

City of Goshen Street Department  
c/o Central Garage  
320 Steury Avenue  
Goshen, IN 46528

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

- (C) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective

on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

**Section 4. Purchase Price; Payment**

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal the sum of Ninety-One Thousand Six Hundred Sixty-Seven Dollars (\$91,667).
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Street Department  
Attention: David Gibbs, Street Commissioner  
475 Steury Avenue  
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) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Section 5. Inspection**

- (A) Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City's sole option and discretion:
  - (1) require Supplier, at Supplier's sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
  - (2) reject the non-conforming Supplies and require Supplier, at Supplier's sole cost, to complete the order by delivering conforming Supplies.
- (B) When the defects for any Supplies cannot be corrected practicably, City may at City's sole option and discretion:
  - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or
  - (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- (C) If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:
  - (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
  - (2) terminate the Agreement for default.
- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

**Section 6. Workmanship and Quality; Warranty**

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of

one hundred eighty (180) days from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

**Section 7. Independent Contractor**

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

**Section 8. Non-Discrimination**

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

**Section 9. Employment Eligibility Verification**

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

**Section 10. Contracting with Relatives**

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

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

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

**Section 12. Indemnification**

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

**Section 13. Insurance**

- (A) Prior to commencing work, the Supplier shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Supplier shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Supplier shall at least include the following types of insurance with the following minimum limits of liability:
  - (3) Workers Compensation and Employer's Liability - Statutory Limits
  - (4) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (6) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (7) 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 Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (C) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (D) Supplier may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
  - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
  - (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
  - (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
  - (7) The contract or any right, monies or claims are assigned by Supplier without the consent of 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.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

**Section 17. Notice**

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

**City:**

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

**Supplier:**

W.A. Jones Truck Bodies & Equipment  
Attention: Denny McIntyre  
1171 South Williams Drive  
Columbia City, IN 46525

**Section 18. Subcontracting or Assignment**

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (D) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

**Section 19. Amendments**

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

**Section 20. Waiver of Rights**

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

**Section 21. Applicable Laws**

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

**Section 26. Authority to Bind Supplier**

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

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

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

**W.A. Jones Truck Bodies & Equipment**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Denny McIntyre, Sales

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



### DETAILED SPECIFICATIONS

Single Axle Replacement Bed	Yes	No
<b>Body:</b>		
Upfitter shall remove existing body and hoist and dispose	Yes	
120" in body length	Yes	
Side wall height of 30" and tailgate height of 36"	Yes	
"inside width 84"	Yes	
7 gauge 304 #4 Stainless steel sides and total body construction expect for floor	Yes	
3/16" floor with 220 ksi high tensile strength steel Hardox 450 or equivalent	Yes	
All welds to be continuous	Yes	
Two gussets per side to accept 2" x 8" side boards	Yes	
Lower side rub rail has 45-degree material shedding slope	Yes	
Rub rail drops a minimum of 3" lower than the floor to avoid road splash and to lower the body closer to the chassis tires	Yes	
Fully boxed top rail	Yes	
Horizontal boxed brace on outside of side walls full length of the bed with 45 degree sloped top edge for dirt shedding	Yes	
Box formed rear corner posts with 45-degree leading edge	Yes	
Rear corner posts of the body have three (3) OEM laser cut ovals for light placement	Yes	
Rear corner posts of the body are completely sealed from underneath, in order to prevent snow, ice, and debris buildup	Yes	
Floor understructure is a fabricated cross memberless design	Yes	
Long Sills are fabricated from 3/16" 50 ksi typical yield strength steel.	Yes	
Long Sills contain 3/16" 100 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.	Yes	
Double acting tailgate - able to dump conventionally and the ability to lay flat (level with floor) with adequate length 3/8" high strength chains Tailgate to have 6 panel design.	Yes	
Two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position, chains are encased in chain mesh to prevent chains from scratching tailgate	Yes	
Air operated tailgate with air cylinder center mounted toward rear of the body. Latch must lock over center when tailgate is closed and maintain adjustability throughout operating life.	Yes	
Top cap of tailgate is fully boxed	Yes	
Tailgate has two lift rings attached near top to assist in removal	Yes	
3/16" Bulkhead (Head Sheet) with 7-gauge stainless steel	Yes	
3/16 Ga. high strength steel Cab Shield with minimum yield strength of 7-gauge stainless steel.	Yes	
Cab Shield projects forward 37" and is full width of side walls	Yes	
Cab Shield shall be integral to the body	Yes	
Cab Shield forward projection has a 5-degree slope	Yes	
Ladder located on dump body, on driver's side front corner.	Yes	
Minimum of two steps mounted on the inside of the dump bed front Driver's corner for access from inside the body to outside	Yes	

A grab/grip handle inside the front of body on the driver's side	Yes	
Body shall have a minimum of two safety props one per side	Yes	
Bed shall include necessary "tie down brackets" to mount the city of Goshen's slide in salt/sand spreader that is currently used.	Yes	
<b>Hoist:</b>		
An NTEA rating of Class 60 hoist	Yes	
Hoist rated to lift a maximum of 52,000 lbs. with 12" overhang	Yes	
Hoist sub frame is 1/4" and 50 ksi typical yield strength fabricated steel channel	Yes	
Body obtains a 50-degree dump angle	Yes	
Hydraulic cylinder to have 2-year warrantee	Yes	
<b>Lighting:</b>		
Emergency light pack All lights and reflectors meet federal requirement FMVSS No.108	Yes	
All Lighting is LED type	Yes	
All body wiring in a complete pre-built sealed factory wiring harness	Yes	
Harness fully wrapped to prevent damage	Yes	
Emergency light package shall include the following 6 led amber / clear combination oval strobes located in the cab shield facing forward. 6 led amber / clear combination oval strobes located in the cab shield facing rearward. One per side led oval amber / clear combination facing sideways and located in the side of the cab shield. One per side led oval amber combination facing sideways located in the bottom lower body post midway between the front and rear of the dump body. All oval strobes shall be Sound off or equivalent.	Yes	
Two (2) led chassis type stop tail turn lights installed on the chassis at the rear of the frame rails	Yes	
Body equipped with all necessary lights and reflectors to meet state and ICC specifications	Yes	
Oblong type lights installed in rear corner post of body (body shall not to be widened for lights).	Yes	
Strobe top lights amber / clear, one per side	Yes	
2 <sup>nd</sup> light from top is stop tail turn, and 3 <sup>rd</sup> from top is reverse	Yes	
All lights are tied into the body junction box controlled by the chassis provided dash mounted switches	Yes	
<b>Misc:</b>		
Bed vibrator: there shall be install an electric vibrator with a two-year warranty	Yes	
An electric cab operated retractable roll tarp system for covering of bed Incorporates an extruded aluminum roller bar assembly with heavy duty sealed spring mounted with steel protector housing.	Yes	
Installed against the forward edge of the cab shield.	Yes	
Tarp is asphalt use type material, not mesh	Yes	



<b>Tandem Axle Replacement Bed</b>	Yes	No
<b>Body:</b>		
Upfitter shall remove existing body and hoist and dispose	Yes	
168" in body length	Yes	
Side wall height of 44" and tailgate height of 50"	Yes	
" inside width 84"	Yes	
7 gauge 304 #4 Stainless steel sides and total body construction expect for floor	Yes	
3/16" floor with 220 ksi high tensile strength steel Hardox 450 or equivalent	Yes	
All welds to be continuous	Yes	
Two gussets per side to accept 2" x 8" side boards	Yes	
Lower side rub rail has 45-degree material shedding slope	Yes	
Rub rail drops a minimum of 3" lower than the floor to avoid road splash and to lower the body closer to the chassis tires	Yes	
Fully boxed top rail	Yes	
Horizontal boxed brace on outside of side walls full length of the bed with 45 degree sloped top edge for dirt shedding	Yes	
Box formed rear corner posts with 45-degree leading edge	Yes	
Rear corner posts of the body have three (3) OEM laser cut ovals for light placement	Yes	
Rear corner posts of the body are completely sealed from underneath, in order to prevent snow, ice, and debris buildup	Yes	
Floor understructure is a fabricated cross memberless design	Yes	
Long Sills are fabricated from 3/16" 50 ksi typical yield strength steel.	Yes	
Long Sills contain 3/16" 100 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.	Yes	
Double acting tailgate - able to dump conventionally and the ability to lay flat (level with floor) with adequate length 3/8" high strength chains Tailgate to have 6 panel design.	Yes	
Two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position, chains are encased in chain mesh to prevent chains from scratching tailgate	Yes	
Air operated tailgate with air cylinder center mounted toward rear of the body. Latch must lock over center when tailgate is closed and maintain adjustability throughout operating life.	Yes	
Top cap of tailgate is fully boxed	Yes	
Tailgate has two lift rings attached near top to assist in removal	Yes	
3/16" Bulkhead (Head Sheet) with 7-gauge stainless steel	Yes	
3/16 Ga. high strength steel Cab Shield with minimum yield strength of 7-gauge stainless steel.	Yes	
Cab Shield projects forward 37" and is full width of side walls	Yes	
Cab Shield shall be integral to the body	Yes	
Cab Shield forward projection has a 5-degree slope	Yes	
Ladder located on dump body, on driver's side front corner.	Yes	
Minimum of two steps mounted on the inside of the dump bed front Driver's corner for access from inside the body to outside	Yes	
A grab/grip handle inside the front of body on the driver's side	Yes	
Body shall have a minimum of two safety props one per side	Yes	
Bed shall include necessary "tie down brackets" to mount the city of Goshen's slide in salt/sand spreader that is currently used	Yes	


<b>Hoist:</b>		
An NTEA rating of Class 60 hoist	Yes	
Hoist rated to lift a maximum of 52,000 lbs. with 12" overhang	Yes	
Hoist sub frame is 1/4" and 50 ksi typical yield strength fabricated steel channel	Yes	
Body obtains a 50-degree dump angle	Yes	
Hydraulic cylinder to have 2-year warrantee	Yes	
<b>Lighting:</b>		
Emergency light pack All lights and reflectors meet federal requirement FMVSS No.108	Yes	
All Lighting is LED type	Yes	
All body wiring in a complete pre-built sealed factory wiring harness	Yes	
Harness fully wrapped to prevent damage	Yes	
Emergency light package shall include the following 6 led amber / clear combination oval strobes located in the cab shield facing forward. 6 led amber / clear combination oval strobes located in the cab shield facing rearward. One per side led oval amber / clear combination facing sideways and located in the side of the cab shield. One per side led oval amber combination facing sideways located in the bottom lower body post midway between the front and rear of the dump body. All oval strobes shall be Sound off or equivalent.	Yes	
Two (2) led chassis type stop tail turn lights installed on the chassis at the rear of the frame rails	Yes	
Body equipped with all necessary lights and reflectors to meet state and ICC specifications	Yes	
Oblong type lights installed in rear corner post of body (body shall not to be widened for lights).	Yes	
Strobe top lights amber / clear, one per side	Yes	
2 <sup>nd</sup> light from top is stop tail turn, and 3 <sup>rd</sup> from top is reverse	Yes	
All lights are tied into the body junction box controlled by the chassis provided dash mounted switches	Yes	
<b>Misc:</b>		
Bed vibrator: there shall be install an electric vibrator with a two-year warranty	Yes	
An electric cab operated retractable roll tarp system for covering of bed Incorporates an extruded aluminum roller bar assembly with heavy duty sealed spring mounted with steel protector housing.	Yes	
Installed against the forward edge of the cab shield.	Yes	
Tarp is asphalt use type material, not mesh	Yes	

**ITEMIZED BID**

**Purchase Replacement Beds for Single Axle and Tandem Axle Trucks**

The original signed proposal must be submitted to the City of Goshen Clerk-Treasurer's Office, 202 South 5th Street, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Supplier certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Supplier and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Supplier and have obtained all necessary or applicable approvals to make this contract fully binding upon the Supplier.

W.A. Jones Truck Bodies & Equipment

	Company Name	
Denny McIntyre	Sales	
Print Name	Title	Signature

Address: 1171 South Williams Drive

Telephone Number (s): Business: 260-244-7661 Cell: 574-536-8024

Acknowledgement of Addenda Number(s): \_\_\_\_\_

The above Bidder hereby submits the following offer to meet all of the requirements in the Specification Documents for the following cost:

ITEM NO:	ITEM NAME	QTY	TOTAL BID:
1	Single Axle	1	\$41,985
2	Tandem Axle	1	\$ 49,682
<b>Total Bid</b>			<b>\$ 91,667</b>





### BUSINESS CERTIFICATION

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

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

The Contractor is operating as a (check one):

<input type="checkbox"/> Contractor is a SOLE PROPRIETORSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY PARTNERSHIP
<input type="checkbox"/> Contractor is a GENERAL PARTNERSHIP	<input type="checkbox"/> Contractor is a LIMITED LIABILITY COMPANY
<input type="checkbox"/> Contractor is a LIMITED PARTNERSHIP	<input checked="" type="checkbox"/> Contractor is a CORPORATION

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

\_\_\_\_\_ State of \_\_\_\_\_ and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is \_\_\_\_\_.

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

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

### NEPOTISM DISCLOSURE

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

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

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

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

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



**SIGNATURE**

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

**SIGNATURE MUST BE NOTARIZED**

Contractor's Authorized Representative:

Signature: *Denny McIntyre* Title: Municipal Sales  
Printed: Denny McIntyre Date: 5-1-2024

STATE OF Indiana )  
COUNTY OF St Joseph ) SS:

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

Witness my hand and Notarial Seal this 1 day of May, 2024.



**KELLY J COUR, Notary Public**  
St. Joseph County, State of Indiana  
Commission Number NP0729667  
My Commission Expires October 29, 2028

*Kelly J Cour*  
Printed Name: Kelly J Cour  
Notary Public of St Joseph County, IN  
My Commission Expires: 10-29-28  
Commission Number: NP0729667

# W.A. Jones

Columbia City, IN Indianapolis, IN  
New Haven, IN

## TRUCK BODIES & EQUIPMENT

www.wajonestruckequipment.com

### QUOTATION FOR

Goshen Central Garage  
Carl Gaines  
320 Steury Ave  
Goshen, IN 46528  
E-Mail: carlgaines@goshencity.com

**Phone:** 574-534-3703  
**Fax:** 574-534-4281  
**Delivery:**

**Quote #** MACQ5501  
**Date:** 2/21/2024  
**Salesman:** Denny McIntyre

#### Description

Description	Qty	Unit Price	Ext. Price
Provide And Install The Following On Single Axle Chassis For Replacement Body Remove Existing Body And Dispose Body Patriot Dump Bed 120" X 30 Sides 36" Tailgate Construction 304 Stainless Steel 7 Ga Side Walls, Floor To Be Hardox 450 Steel Crossmemberless Design 1/2 Cab Shield Double Acting 6 Panel Tailgate Air Operated Pull Out Ladder, Body Steps, Grab Handle Underbody Hoist Class 60 Electric Tarp With Asphalt Tarp Body Vibrator 2 Shovel Holders Inside Body Step/ Outside Step Install New Spreader Tie Downs	1	\$41,985.00	\$41,985.00
Emergency Lighting Package To Consist Of Sound Off Amber Clear Combo Six Mounted Led Strobes In Cab Shield Facing Forward / Six Led Amber Clear Cab Led Strobes Mounted In The Shield Facing Rear / Two Led Strobes Mounted In Cab Shied Facing Sideways / Rear Mounted Tailpost Lights 1st Led Amber Cear Strobes, 2nd Led Stop Tail Turn, 3rd Led Reverse /	Cab		

SubTotal	\$41,985.00
Sales Tax	\$0.00
<b>Total</b>	<b>\$41,985.00</b>

We appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please advise us. This quote shall be valid for a period not to exceed 30 days. THANK YOU. W. A. JONES TRUCK BODIES & EQUIPMENT

**Columbia City Office**  
1171 S Williams Street  
Columbia City, IN 46725  
Phone: 888-660-7661  
Fax: 260-244-7662

**Indianapolis Office**  
2102 Clay Street  
Indianapolis, IN 46205  
Phone: 317-377-0407  
Fax: 317-377-0427

**New Haven Office**  
P. O. Box 558  
New Haven, IN 46774  
Phone: 260-748-4100  
Fax: 260-748-4121

Page

1



### QUOTATION FOR

Goshen Central Garage Carl Gaines 320 Steury Ave Goshen, IN 46528 E-Mail: carlgaines@goshencity.com	<b>Phone:</b> 574-534-3703 <b>Fax:</b> 574-534-4281 <b>Delivery:</b>	<b>Quote #</b> MACQ5502 <b>Date:</b> 2/21/2024 <b>Salesman:</b> Denny McIntyre
---	--	--

#### Description

Description	Qty	Unit Price	Ext. Price
Provide And Install The Following On Tandem Axle Chassis For Replacement Body Remove Existing Body And Dispose Body Patriot Dump Bed 14' X 44" Sides 50" Tailgate Construction 304 Stainless Steel 7 Ga Side Walls, Floor To Be Hardox 450 Steel Crossmemberless Design 1/2 Cab Shield Double Acting 6 Panel Tailgate Air Operated Pull Out Ladder, Body Steps, Grab Handle Telescopic Hoist Electric Tarp With Asphalt Tarp Body Vibrator 2 Shovel Holders Inside Body Step/ Outside Step Install New Spreader Tie Downs	1	\$49,682.00	\$49,682.00
Emergency Lighting Package To Consist Of Sound Off Amber Clear Combo Six Mounted Led Strokes In Cab Shield Facing Forward / Six Led Amber Clear Cab Led Strokes Mounted In The Shield Facing Rear / Two Led Strokes Mounted In Cab Shield Facing Sideways / Rear Mounted Tailpost Lights 1st Led Amber Clear Strokes, 2nd Led Stop Tail Turn, 3rd Led Reverse /	Cab		
		SubTotal	\$49,682.00
		Sales Tax	\$0.00
		<b>Total</b>	<b>\$49,682.00</b>

We appreciate the opportunity to submit this quotation. Please review it carefully. If there are any errors or changes please advise us. This quote shall be valid for a period not to exceed 30 days. THANK YOU. W. A. JONES TRUCK BODIES & EQUIPMENT



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

June 6, 2024

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

**From:** Shannon Marks

**Subject:** Uniform Conflict of Interest Disclosure Statement – Matthew Whitford

Goshen Fire Department employee Matthew Whitford is submitting the attached Uniform Conflict of Interest Disclosure Statement to the Board of Public Works and Safety for acceptance in a public meeting in accordance with Indiana Code § 35-44.1-1-4, Conflict of Interest. Mr. Whitford is the owner of Infinitus Computers LLC, dba INF Tech. The City purchases technology equipment (computers, monitors, digital displays, etc.) from INF Tech.

**Suggested Motion:**

Move to accept the Uniform Conflict of Interest Disclosure Statement filed by Matthew Whitford.



**UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT**  
State Form 54266 (R2 / 6-15) / Form 236  
STATE BOARD OF ACCOUNTS

**Indiana Code 35-44.1-1-4**

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. **Name and Address of Public Servant Submitting Statement:** Matthew Whitford  
17682 Bentwood Dr Goshen, IN 46526
2. **Title or Position With Governmental Entity:** Firefighter
3. a. **Governmental Entity:** City of Goshen  
b. **County:** Elkhart County
4. **This statement is submitted (check one):**  
a.  as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or  
b.  as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** Infinitus Computers LLC dba INF Tech  
65529 State Road 15 Suite C  
Goshen, IN 46526
6. **Description(s) of Contract(s) or Purchase(s)** *(Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):*  
Purchase of Technology Equipment, including but not limited to desktop computers, laptop computers, monitors,  
digital displays, etc.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. **Description of My Financial Interest** *(Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):*

I am the owner/operator of Infinitus Computers LLC dba INF Tech  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*(Attach extra pages if additional space is needed.)*

8. **Approval of Appointing Officer or Body** *(To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):*

I (We) being the \_\_\_\_\_ of  
*(Title of Officer or Name of Governing Body)*

\_\_\_\_\_ and having the power to appoint  
*(Name of Governmental Entity)*

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

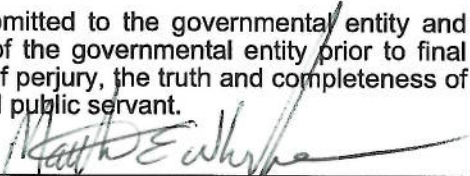
_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** *(Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):*

_____	_____
Date Submitted <i>(month, day, year)</i>	Date of Action on Contract or Purchase <i>(month, day, year)</i>



10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed:   
(Signature of Public Servant)

Date: 06/03/2024  
(month, day, year)

Printed Name: Matthew Whitford  
(Please print legibly.)

Email Address: Matt@INFTEch.us

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here [https://gateway.ifionline.org/sboa\\_coi/](https://gateway.ifionline.org/sboa_coi/) which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **PAVING PROJECTS ASPHALT REJUVENATION PACKAGE (JN 2024-0002)**

DATE: June 6, 2024

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Rejuvtec will be performing asphalt rejuvenation in the City of Goshen by treating roads with Reclamite. During the roadway treatment, Rejuvtec's work will require lane restrictions using traffic control with minimal disruption to traffic. The project limits will be on Eisenhower Dr from Dierdorff Rd to Dierdorff Rd, Westwood Rd from Gra-Roy Dr to S Main St, East Douglas and East Reynolds from US 33 to US 33, 16<sup>th</sup> St from Egbert Ave to Douglas St, 16<sup>th</sup> St from Plymouth Ave to College Ave, Fescue Ct, Mayfield Dr from Greene Rd to Bashor Rd, and Indiana Ave from Plymouth Ave to 500 feet north of Plymouth Ave. The work is expected to take place from Monday, June 10 to Wednesday, June 12, 2024, weather permitting. Rejuvtec will maintain access for residents and businesses during time of restrictions.

**Requested Motion: Move to approve the lane restrictions as part of the Asphalt Rejuvenation Package from Monday, June 10 to Wednesday, June 12, 2024.**

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

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Barb Swartley, Member

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

\_\_\_\_\_  
Orv Myers, Member

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **CHANGE ORDER NO. 4 FOR 10<sup>TH</sup> STREET AND DOUGLAS STREET  
ROAD RECONSTRUCTION (JN: 2022-0037)**

DATE: June 6, 2024

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Attached please find Change Order No. 4 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project.

Change Order No. 4 includes costs related to epoxy coating 4 storm structures, as well as installing a new force main to 2 existing structures.

The original contract amount plus additions from Change Order No. 3 was \$4,295,386.08. Change Order No. 4 increases the total contract by \$33,160.00, for a revised contract amount of \$4,328,546.08, which is an increase of 1.88% over the original contract amount. No days are being added to the project for this work.

**Requested Motion: Approve and authorize the Change Order No. 4 for the 10<sup>th</sup> Street and Douglas Street Reconstruction project in the amount of \$33,160.00, bringing the total Contract to \$4,328,546.08, an increase of 1.88%.**

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

OWNER: City of Goshen  
PROJECT NAME: 10th Street and Douglas Street Road Reconstruction  
PROJECT NUMBER: 2022-0037  
CONTRACTOR: Niblock Excavating, Inc.

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

Due to a conflict with a structure on the Gleason Industries property, a 2" force main is needed to connect to two existing structures. One is on the Gleason Industries property and the other is in a proposed sanitary structure on 10th Street. Additionally, there are 4 storm structures that need epoxy coated due to sanitary separation distance being within 10'.

CO4.1	Storm Structure Epoxy Coating Note: Replaces Gleason fire suppression alignment	4 EA	@ \$3,200.00	-----	\$12,800.00
CO4.2	2" Force Main	1 LS	@ \$20,360.00	-----	\$20,360.00

Subtotal - \$33,160.00

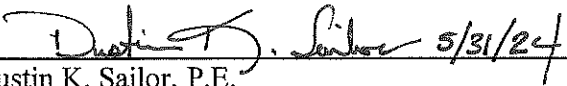
**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract		\$4,248,803.95
2. Net ( <del>Addition/Reduction</del> ) due to all Previous Contract Supplements Numbers 0 to <u>3</u>		\$46,582.13
3. Amount of Contract, not including this supplement		\$4,295,386.08
4. <del>Addition/Reduction</del> to Contract due to this supplement		\$33,160.00
5. Amount of Contract, including this supplemental		\$4,328,546.08
6. Total ( <del>Addition/Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$79,742.13
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>4</u> (Line 6 divided by Line 1)		1.88%

**III. CONTRACT SUPPLEMENT CONDITIONS**

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby extended/~~reduced~~ by 0 calendar days, making the final completion date September 30, 2024.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

**RECOMMENDED FOR ACCEPTANCE**

 5/31/24  
Dustin K. Sailor, P.E.  
Director of Public Works

**ACCEPTED:** REDEVELOPMENT  
CITY OF GOSHEN, INDIANA

BY: \_\_\_\_\_  
Becky Hutsell, Redevelopment Director

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

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

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT - BACK MUNICIPAL CONSULTING - CIPP PROJECT  
JN: 2023-0046**

DATE: June 6, 2025

---

Approval is sought for an expenditure of \$51,350 for the Analysis, Design, Creation of Bid Specifications, and Construction Support Services from Back Municipal Consulting (BMC) of Cincinnati, Ohio. The project is to rehabilitate as much sanitary sewer piping and as many manholes as possible in areas of the City where the condition of the piping and manholes are at their worst. BMC will develop a scope for the project that will meet the department's 2024 budget for rehabilitation.

The rehabilitation will involve a Cured-in-Place-Pipe "CIPP" lining method for piping that does not require excavation but will extend the life of the piping by 50 years. CIPP lining uses a textile liner tube impregnated with resin and inserted into the piping. The liquid resin is cured in place by injecting steam into the tube to pressurize it against the existing piping. The process for manholes is similar.

**Requested Motion:** **Approve and authorize the Mayor to sign the attached agreement with Back Municipal Consulting for \$51,350 to provide design and construction support services for a CIPP lining project for select Sanitary Sewer piping and manhole rehabilitation.**



**AGREEMENT WITH BACK MUNICIPAL CONSULTING, LLC FOR  
PROFESSIONAL CONSULTING SERVICES FOR THE CITY OF GOSHEN'S  
TRENCHLESS TECHNOLOGY PROJECT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Back Municipal Consulting, LLC** (“Consultant”), whose mailing address is 11427 Reed Harman Highway, Cincinnati, OH 45241, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

**Section 1. Contractor Duties**

Consultant shall provide professional consulting services to the City regarding the Trenchless Technology Project, which services are more particularly described in Consultant’s May 24, 2024 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; Timeline**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant shall complete Duties of this Agreement following the below estimated timeline with the actual completion date based on the date of execution of this agreement:

<b>Description</b>	<b>Start Date</b>	<b>End Date</b>	<b>Duration</b>
Project Start	6/1/2024	7/28/2024	2 months
Full CCTV review	6/1/2024	6/21/2024	3 weeks
CIPP Design	6/14/2024	6/21/2024	1 week
CIPP Specification Development and bid items	6/21/2024	7/1/2024	10 days
Manhole CCTV review	7/1/2024	7/21/2024	3 weeks
Manhole Rehabilitation Specification Development and bid items	7/14/2024	7/28/2024	2 weeks
Construction Cost Estimate	7/28/2024	8/1/2024	3 days
Post CIPP CCTV review	After CIPP Installation		2 days
Post Manhole Rehabilitation video/photo review	After MH Rehab installation		1 day

**Section 3. Compensation**

- (A) City agrees to compensate Consultant the sum not to exceed Fifty-One Thousand Three Hundred Fifty Dollars (\$51,350) for performing all Duties.

- (B) City agrees to a Reimbursable Allowance for certain expenses Consultant may incur during the performance of Duties not to exceed Four Thousand Dollars (\$4000). Reimbursable expenses include the following:

Hotel.....Reimbursed at cost  
 Mileage ..... \$0.67 per mile  
 Meals..... \$59 per diem

- (C) City understands that there may be certain 'as needed costs' that may occur. Parties agree that prior notice shall be given before any expense is incurred. City compensate Consultant for the 'as needed costs' based on the standard hourly rates set forth below and the actual hours worked. Consultant's standard hourly rates are as follows:

Hourly rate in-person inspection – Travel time and time on location ..... \$150  
 Hourly rate for Engineer ..... \$300

**Section 4. Payment**

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

City of Goshen  
 c/o Goshen Engineering Department  
 204 East Jefferson Street, Suite 1  
 Goshen, IN 46528

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

**Section 5. Ownership of Documents**

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

**Section 6. Licensing/Certification Standards**

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

**Section 7. Independent Contractor**

- (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

Consultant:  
Back Municipal Consulting, LLC  
Attention: Tim Back, P.E.  
11427 Reed Hartman Highway  
Cincinnati, OH 45241

**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 may be 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 Consultant.

**Section 26. Authority to Execute**

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

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

**City of Goshen, Indiana**

**Back Municipal Consulting, LLC**

~~Goshen Board of Public Works and Safety~~

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Tim Back, P.E. Principle Engineer

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

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

# Back Municipal Consulting, LLC

## Proposal for Services

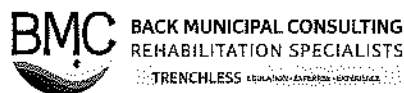
May 24, 2024

### OVERVIEW

Back Municipal Consulting, LLC is pleased to submit this proposal for services to assist the City of Goshen, Indiana in achieving their goals on their upcoming Trenchless Technology project. We have assisted dozens of municipalities in their commitment to a quality long-term sewer rehabilitation project by providing industry proven specification development, evaluation of assets, and design based on current ASTM standards.

Our discussion with the City of Goshen has determined the following key elements that will be addressed;

- **Need #1: New set of specifications along with bid items for CIPP**
- **Need #2: Review CCTV reports (and corresponding videos if needed) to determine the following;**
  - which sections of pipe are lineable
  - any point repairs required
  - any protruding services that need trimmed
- **Need #3: CIPP design for each section of pipe**
- **Need #4: Review manhole inspection videos to recommend the next steps moving forward**
- **Need #5: New set of manhole rehabilitation specifications**
- **Need #6: Inspection Services (as required)**



## OUR PROPOSAL

### Execution Strategy

Our execution strategy incorporates proven methodologies, qualified personnel, and a highly responsive approach to managing deliverables. Following is a description of our project methods, including how the project will be developed, a proposed timeline of events, and reasons for why we suggest developing the project as described.

### Project Approach

Using their field experience and expertise they will review CCTV reports to identify where the problem areas are and then review the corresponding video to determine next steps that are required to line the pipe. The recommendations may include additional cleaning, cutting, internal point repair, or traditional pipe repair. A determination that the pipe may not be able to be lined may also be determined. The City may choose the option for a full CCTV review. The team would review all of the CCTV videos and determine the next steps that need to be taken for CIPP lining.

Taking into account the field conditions and current ASTM Standards a set of specifications will be developed. The specifications will include references, submittals, quality assurance, site conditions, products, installation, and quality control and warranty sections.

Design of each pipe section based on field conditions will be performed based on field conditions and according to ASTM F1216 Appendix X.1.

The team will review all the CCTV footage for the manholes. A determination if rehabilitation is needed and the type of products that would be appropriate for the manhole that require rehabilitation.

We will develop a set of manhole rehabilitation specifications and bid items based on the condition of the manholes from the CCTV videos.

BMC has allowed for five jobsite QA/QC inspection visits during construction. Each trip will include an overnight stay and two days in duration. Reimbursable expenses for these visits is estimated below.

BMC will be available for additional tasks on an as needed basis per the hourly rate and expense schedule provided below

### Resources

BMC will utilize two individuals for this project, Tim Back, P.E. and Gerry Muenchmeyer, P.E. Mr. Back has been in the sewer rehabilitation industry for over 30 years and is PACP/MACP/LACP certified for the defect identification in the pipe and manholes. Mr. Muenchmeyer has been in the industry for 50 years. Mr. Back and Mr. Muenchmeyer are also certified in NASSCO's Inspector Training and Certification Program (ITCP) for both Manhole Rehabilitation and CIPP.

The team will also utilize current ASTM standards widely used and accepted in the industry.



## Project Deliverables

Following is a complete list of all project deliverables:

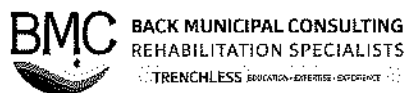
Deliverable	Description
Report review	Review of CCTV reports to determine any areas of the pipe that cannot be lined.
CIPP specifications	Develop a set of specifications along with bid items.
CIPP design	ASTM F1216 design of all sections of pipe.
Manhole CCTV Review	To determine next steps for the manholes.
Manhole Rehabilitation specifications	Develop a set of specifications along with bid items.
Construction Cost Estimate	Calculate the estimated cost of construction based on specifications and field conditions
Post CIPP CCTV review	Review for compliance to specifications
Post Manhole Rehabilitation video/photo review	Review for compliance to specifications

## Timeline for Execution

Key project dates are outlined below. Dates are best-guess estimates and are subject to change until a contract is executed.

Description	Start Date	End Date	Duration
Project Start	6/1/24	7/28/24	2 months
Full CCTV review	6/1/24	6/21/24	3 weeks
CIPP Design	6/14/24	6/21/24	1 week
CIPP Specification Development and bid items	6/21/24	7/1/24	10 days
Manhole CCTV review	7/1/24	7/21/24	3 weeks

3



Manhole Rehabilitation Specification Development and bid items	7/14/24	7/28/24	2 weeks
Construction Cost Estimate	7/28/24	8/1/24	3 days
Post CIPP CCTV review	After CIPP Installation		2 days
Post Manhole Rehabilitation video/photo review	After MH Rehab installation		1 day

## PRICING

The following table details the pricing for delivery of the services outlined in this proposal. This pricing is valid for 60 days from the date of this proposal:

Services Cost	Price
CIPP specification development	\$5,500.00
Full CCTV video review (as requested)	\$4,500.00
CIPP design (all sections)	\$3,500.00
Review manhole CCTV videos	\$4,500.00
Manhole rehabilitation specifications development	\$5,500.00
Construction cost estimate	\$1,500.00
Virtual Prebid Meeting	\$900.00
Submittal Review	\$900.00
Review bids	\$450.00
Pre-Construction Meeting (on-site)	\$2,100.00
Jobsite Inspections (5 Trips to the site)	\$19,500.00
Post CIPP installation CCTV review	\$1,500.00
Post Manhole Rehabilitation CCTV/Photo review	\$1,000.00
<b>Total Fee (Not to Exceed)</b>	<b>\$51,350.00</b>

Reimbursable Allowance	Price
Reimbursable Expenses (Mileage, Hotel, Meals)	\$4000.00

As Needed Costs	Price
Hourly rate in-person inspection – Travel time and time on location (as needed)	\$150.00
Hourly Rate Engineer (as needed)	\$300.00
<u>Reimbursable Expenses</u>	
Hotel	Reimbursed at cost
Mileage	\$.67 mile
Meals	\$59 per diem

## QUALIFICATIONS

Back Municipal Consulting, LLC is continually proven to be an industry leader. Our team has over 80 years of experience in the trenchless technology industry. We are actively involved in new ASTM standard development related to the rehabilitation of sewers, lateral and manholes. We will strive to provide the City of Goshen a value engineered solution that will result in a successful long-term rehabilitation project.

A Company CV statement has been provided with this proposal.

## CONCLUSION

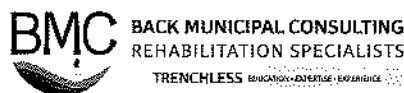
We look forward to working with the City of Goshen and supporting your efforts to provide a quality rehabilitation project for your ratepayers. We are confident that we can meet any challenges that may arise.

If you have any questions on this proposal, feel free to contact Tim Back at your convenience by email at [timbacktwo@gmail.com](mailto:timbacktwo@gmail.com) or by phone at (513) 253-8461. We will be in touch with you soon to arrange a follow-up conversation on the proposal.

Thank you for your consideration.



Tim Back, P.E.  
Principle Engineer







**Engineering Department**  
**CITY OF GOSHEN**  
 204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
 Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
 engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** Board of Works and Safety and Stormwater Board

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

**RE: GOSHEN VILLAGE SHOPPES, REPLAT  
 ACCEPTANCE OF DRAINAGE PLAN (JN: 2023-2016)**

**DATE:** June 3, 2024

In accordance with the City’s Subdivision Control Ordinance No. 3196 Section 512 “Drainage Plan”, the City’s Engineering Department has reviewed the drainage plan for Goshen Village Shoppes, Replat, located southwest of U.S. Hwy. 33 (Elkhart Road) and southeast of Meijer Drive along Meijer’s frontage. The revised drainage plan amends the original drainage plan for the development. As designed, the development will continue to utilize off-site retention located on Meijer’s property by agreement. A drainage easement has been added to the plat along Meijer Drive to allow the City to install a future drainage improvement to address standing water along the roadway.

After due consideration of the proposed drainage plan, the Goshen Engineering Department recommends the Board of Public Works and Safety and Stormwater Board’s acceptance of the development’s drainage plan.

The record should show the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer’s licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan’s piping and or stormwater impoundments are found to underperform following construction, the City will seek remedial action be taken by the developer.

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

<hr/> Gina Leichty, Mayor	<hr/> Mike Landis, Board Member
<hr/> Mary Nichols, Board Member	<hr/> Barb Swartley, Board Member
<hr/> Orv Myers, Board Member	



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: City of Goshen Stormwater Board**

**FROM: Stormwater Department**

**RE: POST-CONSTRUCTION PLAN APPROVAL  
EAST COLLEGE AVENUE INDUSTRIAL PARK BRINKLEY RV PRIVATE DRIVE  
AND BUILDINGS #4 & #5 (JN: 2021-2050 (PRIVATE DRIVE) & 2023-2012  
(BUILDINGS 4 & 5))**

**DATE: June 6, 2024**

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On May 24, 2023, the Goshen Stormwater Board accepted the post-construction stormwater management plan (PCSMP) for the East College Avenue Industrial Park project (JN: 2021-2050), which affected an area greater than one (1) acre. Now the developer, Last Dance, LLC, has submitted an amendment to the accepted PCSMP for the East College Avenue Industrial Park Brinkley RV Private Drive and Buildings #4 & #5 project and it has been found to be compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the amended plan.

Full document available upon request.

**Requested Motion: Accept the amended post-construction stormwater management plan for East College Avenue Industrial Park Brinkley RV Private Drive and Buildings #4 & #5 as it has been found to meet the requirements of City Ordinance 4329.**