



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., October 31, 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: Oct. 3, Oct. 10 and Oct. 24 meetings

Approval of Agenda

- 1) Open Sealed Bids for:** 2025 or newer 15-passenger van for the Goshen Fire Department
- 2) Police Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Desmond Wilkens-Maxwell** and approve his hiring as a Probationary Patrol Officer, retroactive to Oct. 28, 2024
- 3) Police Department request:** Approve the resignation of **Officer Preston Lancour** #235, retroactive to Oct. 23, 2024
- 4) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **John Kauffman** and approve the hiring of Kauffman as a Probationary Firefighter, effective Nov. 8, 2024
- 5) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Charles Holderbaum** and approve the hiring of Holderbaum as a Probationary Firefighter, effective Nov. 15, 2024
- 6) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Brian Guerra** and approve the hiring of Guerra as a Probationary Firefighter, effective Nov. 15, 2024
- 7) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Jeffery Gill** and approve the hiring of Gill as a Probationary Firefighter, effective Nov. 15, 2024
- 8) Fire Department request:** Approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Ryan Rentfrow** and approve the hiring of Rentfrow as a Probationary Firefighter, effective Nov. 15, 2024



9) Legal/Fire Departments request: Approve Amendment to Conditional Offer of Employment Agreement with **Travis J. Snethen** for the Goshen Fire Department

10) Fairfield Community Schools request: Approve connecting restrooms and a concession stand to its sewer collection system as an accessory or subordinate structure

11) Legal Department request: Award a contract to **Eby Ford Sales, Inc.**, as the lowest responsible and responsive bidder, and approve and authorize Mayor Leichty to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warrantee packages and eight (8) spare tire and wheel sets, at a total cost of \$802,246

12) Legal Department request: Award the bid for the purchase of a tandem axle dump truck to **Selking International** as the lowest responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement with Selking

13) Legal Department request: Approve and authorize the Mayor to execute the agreement with **Otis Elevator Company** for elevator maintenance for the Police and Courts Building at a cost of \$2,116.80 per year for a 5-year term

14) Legal Department request: Approve and authorize Mayor Leichty to execute the agreement amendment with **Cummins, Inc.** to include the North Plant generator, 308 North 5th St., for annual inspections and diagnostic testing for \$3,307 per year, increasing the annual cost to \$22,234

15) Legal Department request: Approve Resolution 2024-25, *Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award*

16) Engineering Department request: Approve the lowering of the water level in the **Millrace Canal**, from Nov. 1-22, 2024, to allow for repair work to be completed on Madison Street and to close the **Madison Street Bridge** access to the Millrace Canal Pedestrian Path until the roadway is repaired

17) Engineering Department request: Accept the drainage plan for the **Double Oak Subdivision**, which the developer's Indiana-licensed professional engineer prepared

18) Engineering Department request: Accept the drainage plan for the **Crossing Subdivision**, Phase 2 & 3, which was prepared by the developer's Indiana licensed professional engineer

19) Engineering Department request: Approve \$2,000 agreement with the **Michiana Council of Governments (MACOG)** for annual traffic counts



20) Engineering Department request: Approve Change Order No. 3 for the **County Courts Consolidation Roadway Improvements project** to remove the unsuitable soils, deliver additional material, additional labor, and landfill tipping fees for an increase of \$55,483.50.

21) Engineering Department request: Approve and authorize the Mayor to sign the Amendment No. 5 with **Donohue & Associates, Inc.** for \$85,500 to provide design, bid, and construction support services for the Replacement of the Methane Recovery Cover for Digester #1 at the Goshen Wastewater Treatment Plant

Privilege of the Floor

**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:
4:00 p.m., Oct. 31, 2024**

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

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

22) Review of the Continuous Enforcement Order of the City of Goshen Building Commissioner for 425 North 9th Street (Christopher D. Jones, property owner)

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 3, 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 4:01 p.m.

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 12, 2024 and Sept. 26, 2024 Regular Meetings as prepared by Clerk-Treasurer Richard R. Aguirre. **Board member Mary Nichols moved to approve both sets of minutes as presented. The motion was seconded by Board member Orv Myers. The motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the agenda with three suggested changes: new #1, *Maple City Market request: Approve event fencing for "Goshen Gives Back" event on Oct. 4, 2024;* remove agenda item #5, *Artisan Investment Group request: Approve a two-vehicle gravel parking area for its property at 205 Middlebury Street;* and add new agenda item #10, *Engineering Department request: Approve Resolution 2024-26, Declaring an Emergency under Indiana Code § 36-1-12-9 and Approving a Contract with Niblock Excavating, Inc. for the Paving of Denver Street between West Lincoln Avenue. and West Pike Street.* **Board member Nichols moved to approve the agenda as presented. Board member Myers seconded the motion. The motion passed 5-0.**

1) Maple City Market request: Approve event fencing for Goshen Gives Back event on Oct. 4, 2024

Carrie Lee Bland-Kendall, the Marketing Coordinator for the Maple City Market Co-op, told the Board that the market was organizing a "Goshen Gives Back" event, set to take place during First Friday on Oct. 4. As part of its preparations, she said the market was asking to block off parking spaces and for the use of fencing from the City for a section of its parking lot for the event.

Bland-Kendall indicated that the market is planning to have the setup completed around 2 p.m. on Friday for the required inspection by the Elkhart County Health Department and the event is expected to wrap up by 9 p.m. The market will be donating 10% of its First Friday revenue to the Phoenix Performing Arts Education Department.

Bland-Kendall apologized for the late request, explaining that this was her first time coordinating such an event and learning the process of requesting assistance from the City.

In response to a question from the **Mayor, Bland-Kendall** explained the purpose of "Goshen Gives Back" – an annual event for local business to give a portion of their profits to a local non-profit organization. **Mayor Leichty** endorsed the event.

Nichols/Myers made a motion to approve the blocking off of several parking spaces on Friday, Oct. 4 near Maple City Market. The motion passed 5-0.

2) Open Sealed Bids: Purchase of a Tandem Axle dump truck (Street Department)

In a memorandum to the Board, **Brandy Toms, a paralegal with the City Legal Department,** reported that the City solicited sealed bids for the purchase of a tandem axle dump truck in accordance with Indiana Code § 5-22-8-3. She asked that the Board open the bids and return all bid packages to the Legal Department for review.

Mayor Leichty asked if there are any additional proposals to be submitted to the Board. There were not. The Mayor then announced that the following bids were received:

- **Selking International, South Bend, IN: \$249,659.36**
- **Truck Centers, Inc., South Bend, IN: \$260,372.00**



Nichols/Myers made a motion to forward all sealed proposals to the City Legal Department for review. The motion passed 5-0.

3) Open Sealed Bids: Purchase of Hybrid Ford Explorer Pursuit Vehicles (Police)

In a memorandum to the Board, **Brandy Toms, a paralegal with the City Legal Department**, reported that the City solicited sealed bids for the purchase of 16 Hybrid Ford Explorer Pursuit Vehicles in accordance with Indiana Code § 5-22-8-3. She asked that the Board open the bids and return all bid packages to the Legal Department for review.

Mayor Leichty asked if there are any additional proposals to be submitted to the Board. There were not. The Mayor then announced that the following bids were received:

- **Eby Ford Sales, Inc., Goshen, IN: \$766,960.**
- **Jordan Automotive Group, Mishawaka, IN: \$778,720.**

Nichols/Myers made a motion to forward all sealed proposals to the City Legal Department for review. The motion passed 5-0.

4) Police Department: request: Approve promotion of Officer Nicholas Perry #227 to the rank of Patrol Officer, effective Oct. 16, 2024

City Police Chief José Miller asked the Board to approve the promotion of **Officer Nicholas Perry #227** from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Oct. 16, 2024.

Chief Miller said on Oct. 16, 2024, Officer Perry will have completed his 12-month probationary period. He said "Officer Perry has demonstrated he will be a great addition to the Goshen Police Department and to this community."

Nichols/Myers made a motion to approve the promotion of Officer Nicholas Perry #227 from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Oct. 16, 2024 The motion passed 5-0.

Note: Officer Perry is attending the state police academy and will be sworn in at another date.

5) Police Department request: Approve the Oct. 12 retirement of Officer Matthew E. Yoder

City Police Chief José Miller asked the Board to approve the retirement of **Officer Matthew E. Yoder #142**, effective Oct.12, 2024. He said Officer Yoder's last day working will be Oct.11, 2024.

Chief Miller said Officer Yoder started his full-time career at the Goshen Police Department on March 5, 2004 and gave the community approximately 20½ years of service. Prior to working at Goshen Police Department, Officer Yoder worked for the Elkhart County Sheriff's Office in the corrections division.

Chief Miller said that while with Goshen, Officer Yoder has worked in the Patrol Division. He has served as a field training officer, taser instructor, and was a member of the Elkhart County Regional S.W.A.T. Team.

Chief Miller added, "Officer Yoder has a great deal of knowledge and experience which will truly be missed. I would like to thank Officer Yoder for his service and commitment to this department and our community. I wish him the absolute best in his future endeavors."

In his Sept. 27, 2024 letter of retirement, **Officer Yoder** wrote, "Yesterday evening I accepted a position as a Court Security Officer with the Elkhart County Sheriff's Office ... I would like to offer a sincere thank you to my fellow officers and city employees who have taught, supported and worked alongside me over the past twenty years. I know the skills and lessons I've learned as an officer here will continue to apply to my new position. I would prefer to move along quietly with no party or social media posts. May the Force be with you, always."

On behalf of the City, **Mayor Leichty** thanked **Officer Yoder** for his service.

Nichols/Myers made a motion to approve the retirement of Officer Matthew E. Yoder #142, effective Oct. 12, 2024. The motion passed 5-0.



6) Rob Steury request: Approve blocking a sidewalk on Main Street to paint a building

Rob Steury told the Board that he is renovating a building at 106 South Main Street – to be used as a salon by his spouse – and needs to paint the façade which will require scaffolding to reach the second story of the building and the blocking of the sidewalk.

Steury said this project will take about four or five days and the painters want to do the work the third or fourth week of October, weather permitting. He also said that since there is no awning on the building, the scaffolding will be up against the building and there should be room for pedestrians to continue using the sidewalk during the work.

Mayor Leichty said it would be good to avoid work on Oct. 31 during Halloween trick-or-treating by children.

City Project Manager Andrew Lund told the Board that he advised **Steury** that if there is not at least four feet of walkable sidewalk around the scaffolding there would need to be a full sidewalk closure with barricades and detour signs. **Mayor Leichty** told **Steury** the City Street Department could provide those if needed.

Nichols/Myers made a motion to approve the partial closure of the sidewalk in front of 106 South Main Street for four or five days sometime toward the end of October 2024 The motion passed 5-0.

7) Legal Department request: Approve Resolution 2024-24, Declaring Surplus and Authorizing the Disposal of Personal Property (Parks Department)

City Attorney Bodie Stegelmann told the Board that the Park Department wished to dispose of personal property that is no longer needed or is unfit for the purpose for which it was intended. He said Resolution 2024-24 would declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code §5-22-22-8 by demolishing or junking property that is worthless or of no market value.

The surplus property was described as follows:

- Scotch Laminator, TL902
- Media Plus Cash Drawer, # 539994
- Keyboard MD MCK-6000
- HP Printer, # CNM372G19K

Nichols/Myers made a motion to pass Resolution 2024-24, Declaring Surplus and Authorizing the Disposal of Personal Property The motion passed 5-0.

8) Engineering Department request: Approve advertising bids for the 2024 Sewer Cured-in-Place Pipe Lining (CIPP) Project

City Director of Public Works & Utilities Dustin Sailor requested permission to advertise bidding for the 2024 Sewer CIPP Lining Project.

Sailor indicated this "Cured-in-Place Pipe" lining project (using a resin impregnated liner cured in place by steam) is expected to extend the life of the Sanitary Sewer Mains by 50 years. The two primary sections of piping to be lined are 8th Street and Wilson Avenue as noted in a map attached to the Board's meeting packet.

In addition, **Sailor** said the Engineering Department wants to bid four alternate sections of piping and will accept bids for as much of that work as can be completed within its budget. He said the City has allotted \$1 million for this project. Bids for the project will be due at the end of October.

Nichols/Myers made a motion to approve the Engineering Department's request to advertise for bids for the 2024 Sewer CIPP Lining Project. The motion passed 5-0.

9) Engineering Department request: Approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to INDOT for the Highway Safety Improvement Program application for traffic sign replacement



City Project Manager Andrew Lund told the Board that over the past summer, Goshen Engineering, through the efforts of dedicated Street Department interns, inventoried all of the City's traffic signs within City limits, in order to assess sign compliance with current MUTCD and Federal Highway standards.

In order to ensure retroreflectivity requirements based on expected sign life and warranty period, **Lund** said many of the City's current signs need to be replaced. He said following the Expected Sign Life Management Method, as detailed in Board of Works Resolution 2011-N, *Establishing the Sign Maintenance Retroreflectivity Program*, the City of Goshen plans to apply for funding that would provide 90-percent of the sign replacement costs under the Highway Safety Improvement Program, administered through the Indiana Department of Transportation (INDOT).

Lund said in order to be eligible for application, a Financial Commitment Letter must be signed by Mayor Gina Leichty and submitted during time of application stating that Goshen will meet the 10-percent financial match requested in the estimated amount of \$92,521.19.

Mayor Leichty asked Board members to guess the number of signs in the City of Goshen. **Board member Landis** guessed there were 8,570. **Lund** said he didn't have the exact number but indicated it was over 7,000.

Board member Landis said he has been noticing signs that cannot be seen because of dense vegetation. He asked if the interns marked those signs on a map so the situation could be addressed. **Lund** said they did.

Nichols/Myers made a motion to approve and authorize the Mayor to sign the Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) for the Highway Safety Improvement Program application for traffic sign replacement. The motion passed 5-0.

10) Engineering Department request: Approve Resolution 2024-26, Declaring an Emergency under Indiana Code § 36-1-12-9 and Approving a Contract with Niblock Excavating, Inc. for the Paving of Denver Street between West Lincoln Avenue. and West Pike Street

City Attorney Bodie Stegelmann told the Board that this summer an unidentified driver struck a fire hydrant along Denver Street in the City of Goshen, resulting in damage to the water main located under Denver Street between West Lincoln Ave and West Pike Street.

Stegelmann said Goshen Utilities employees worked continuously for two months to replace the water main and utility services on Denver Street. He said recent heavy rainfall impacted the road subgrade, reducing its bearing capacity as determined by multiple roll tests performed the week of Sept. 23, 2024; the bearing capacity issue forced additional soil excavation, which placed the City's work in conflict with NIPSCO's gas main and services work. And the removal of the road subgrade severely impacted the City's corridor restoration timeline.

Stegelmann said the City Street Department planned to perform the paving of Denver Street, but recent delays have taken the Street Department outside the window it is able to perform paving, and it needs to transition its haul trucks over for leaf pick-up starting Oct. 4, 2024. He said Goshen Utilities invited quotes from Niblock Excavating, Inc., Rieth Riley Construction Co, Inc.; and Phend-Brown, with Niblock Excavating, Inc. being the only contractor who can pave Denver Street under the City's time constraint.

Stegelmann said the proposed motion is long because there needs to be a finding that there is an emergency, the recognition that quotes were invited from three different contractors who are known to perform that type of work and then approving the contract with Niblock Excavating and authorizing Mayor Leichty to execute the contract. The City Attorney provided a memorandum to the Board, proposed Resolution 2024-26 and the proposed contract for the paving of Denver Street by Niblock Excavating Inc for \$89,419 (**EXHIBIT #1**).

City Director of Public Works & Utilities Dustin Sailor said this is the time of year when asphalt plants begin to close so there is a sense of urgency to complete the street. **Mayor Leichty** said residents of Denver Street and Kroger center shopper are also probably ready for the street to be reopened.

Clerk-Treasurer Richard Aguirre asked **Sailor** if the City has made any progress identifying the driver who struck the fire hydrant so the City can hold the driver responsible for paying to repair the damage. **Sailor** said the City made extensive efforts to find video of the incident without success and have been unable to locate the driver.



Nichols/Myers made a motion to approve Resolution 2024-26, declaring an Emergency under Indiana Code §36-1-12-9 based on the damage to the Denver Street water main and weather delays during the reconstruction of Denver Street, recognizing that Goshen Utilities invited quotes from Niblock Excavating, Inc., Rieth Riley Construction Co, Inc.; and Phend-Brown, approving a contract with Niblock Excavating, Inc. for the paving of Denver Street between West Lincoln Avenue and West Pike Street in the amount of \$89,419, and authorizing Mayor Liechty to execute the contract with Niblock Excavating, Inc. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:28 p.m.

City Director of Public Works & Utilities Dustin Sailor made the following request to the Board:

11) Engineering Department request: Approve daytime restrictions to Peddlers Village Road to allow NIPSCO to replace a gas valve

Sailor told the Board that earlier today NIPSCO contacted Goshen Engineering to advise that the company has a gas leak at a valve near their regulator station off of Peddlers Village Road, east of Weaver Woods Drive. To complete the repair, Sailor said NIPSCO has requested permission to close Tyler Lane, a local street, between Weaver Woods Drive and Aspen Drive. NIPSCO has also requested permission to implement a daytime east bound lane restriction on Peddlers Village Road, a collector street, north of Weaver Woods Drive.

Sailor said the Peddlers Village Road lane restriction would continue to allow shared two-way traffic in a single lane with traffic control flaggers. The closure of Tyler Lane and the daytime restriction on Peddlers Village Road would begin Friday, Oct. 4 and extend through Friday, Oct. 18.

Sailor provided Board members with a one-page memorandum requesting the closure of Tyler Lane and implementing a daytime lane restriction on Peddlers Village Road. The memorandum was accompanied by a photo of the area and a diagram of the proposed work area (**EXHIBIT #2**)

Nichols/Myers made a motion to approve the closure of Tyler Lane and implementing a daytime lane restriction on Peddlers Village Road to allow NIPSCO to replace a gas valve. The motion passed 5-0.

Mayor Leichty commended Marvin Shepherd, Superintendent of the City Water Treatment and Sewer Department, and his employees for flushing 1,100 fire hydrants this week to ensure adequate water pressure.

Mayor Leichty closed the public comment period at 4:31 p.m.

Approval of Civil City and Utility Claims

As all matters before the Board of Public Works & Safety were concluded, Mayor Leichty/Board member Nichols 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 4:31 p.m.



NOTE: After the meeting Board members consulted briefly and agreed to meet Oct. 10 and Oct. 24 to review and approve Civil City and Utility claims. The Board's next regular meeting is Oct. 31.

EXHIBIT #1: *Documents provided to the Board by City Attorney Bodie Stegelmann related to added agenda item #10) Engineering Department request: Approve Resolution 2024-26, Declaring an Emergency under Indiana Code § 36-1-12-9 and Approving a Contract with Niblock Excavating, Inc. for the Paving of Denver Street between West Lincoln Avenue. and West Pike Street. The documents were a one-page memorandum to the Board, a two-page proposed Resolution 2024-26 and the proposed contract for the paving of Denver Street by Niblock Excavating Inc for \$89,419.*

EXHIBIT #2: *Documents provided to the Board by City Director of Public Works & Utilities Dustin Sailor related to added agenda item #11) Engineering Department request: Approve daytime restrictions to Peddlers Village Road to allow NIPSCO to replace a gas valve. The documents were a one-page memorandum requesting the closure of Tyler Lane and implementing a daytime lane restriction on Peddlers Village Road, a photo of the area and a diagram of the proposed work area*

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 10, 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 Gina Leichty called the meeting to order at 4:00 p.m.

REVIEW/APPROVE AGENDA: Mayor Leichty acknowledged that the meeting notification only included approval of Civil City and Utility claims, and moved to add agenda item #1) Resolution 2024-27, Resolution 2024-28 and the revised HSIP Application to the agenda. Board member Barb Swartley made a motion to approve the amended agenda. Board member Mike Landis seconded the motion. The motion passed 5-0.

1) Legal Department request: Approve Resolution 2024-27, A Resolution Providing Notice to All Active Members of the City of Goshen Police Department of Meeting to Approve or Reject Common Council Resolution Rejecting Establishment of Statutory Merit System

Assistant City Attorney Don Shuler outlined Resolution 2024-27, telling the Board that the Common Council on Aug. 26, 2024 approved a resolution rejecting a statutory merit system for the Goshen Police Department. Shuler said now, the Board was required to provide notice to all active members of the Police Department that a meeting would be held for them to either approve or reject the Council resolution.

Shuler said the resolution established 8:00 a.m. to 12:00 p.m. on Nov. 12, 2024, and 1:00 p.m. to 5:00 p.m. on November 13, 2024 as the times in which all active members of the Goshen Police Department may vote to approve or reject the Council Resolution.

Swartley/Landis made a motion to approve Resolution 2024-27 The motion passed 5-0.

2) Legal Department request: Approve Resolution 2024-28, A Resolution Providing Notice to All Active Members of the City of Goshen Fire Department of Meeting to Approve or Reject Common Council Resolution Rejecting Establishment of Statutory Merit System

Assistant City Attorney Don Shuler outlined Resolution 2024-28 to the Board, saying that the resolution was identical to Resolution 2024-27 except that it affected all active members of the Goshen Fire Department. The Board was required to provide notice to all active members of the Fire Department that a meeting would be held to either approve or reject the Council resolution.

Shuler said the resolution established 1:00 p.m. to 5:00 p.m. on Nov. 14, 2024, and 8:00 a.m. to 12:00 p.m. on Nov. 15, 2024 as the times all active Fire Department members may vote to approve or reject the Council resolution.

Swartley/Landis made a motion to approve Resolution 2024-27 The motion passed 5-0.

3) Engineering Department request: Approve and authorize the Mayor to sign the revised Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) for the Highway Safety Improvement Program (HSIP) application for traffic sign replacement

City Engineering Project Manager Andrew Lund discussed the revised Highway Safety Improvement Program (HSIP) application, saying that the financial commitment letter approved at the Board's Oct. 3, 2024 meeting needed to be revised. Lund requested approval of a higher City commitment of \$150,000, a 10% local match, instead of the previously approved commitment of \$92,521.19. He noted that the commitment letter copies distributed in the meeting committed \$190,000 when the actual commitment should be \$150,000.



Swartley/Landis made a motion to approve and authorize the Mayor to sign the revised Financial Commitment Letter to be submitted to the Indiana Department of Transportation (INDOT) for the Highway Safety Improvement Program application for traffic sign replacement. The motion passed 5-0.

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

Mayor Leichty opened Privilege of the Floor at 4:09 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 Swartley 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 4:09 p.m.

APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Jeffery Weaver, Deputy Clerk-Treasurer



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 24, 2024 REGULAR MEETING
Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana

Present: Orv Myers, Mary Nichols, and Barb Swartley

Absent: Mayor Gina Leichy and Mike Landis

CALL TO ORDER: Board member and Acting Chair Barb Swartley called the meeting to order at 4:00 p.m.

REVIEW/APPROVE AGENDA: Board member Swartley presented the agenda as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols made a motion to approve the agenda as presented. Board member Orv Myers seconded the motion. The motion passed 3-0.

Approval of Civil City and Utility Claims

Board members Nichols/Myers moved to approve Civil City and Utility claims. Motion passed 3-0.

As the question had been raised before the meeting, Clerk-Treasurer Aguirre asked City Attorney Stegelmann if the Board was required to open Privilege of the Floor.

City Attorney Stegelmann said the Board of Public Works and the Common Council have historically held Privilege of the Floor, but is not required at public meetings. He added that it was optional and could be held today.

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

Board member Swartley then opened Privilege of the Floor at 4:02 p.m. There were no public comments.

Adjournment

Board member Swartley/Board member Nichols then made a motion to adjourn the Board of Public Works and Safety meeting. The motion passed 3-0. Swartley then adjourned the meeting, at 4:02 p.m.

APPROVED:

Mayor Gina Leichy



Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 31, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Open sealed quotes for purchase of a 2025 or newer 15-passenger van.

On behalf of the Goshen Fire Department, the City solicited sealed quotes for the purchase of a 2025 or newer 15-passenger van in accordance with Indiana Code § 5-22-8-3. All sealed quotes are now due and final call has been made. Legal asks that the Board of Public Works & Safety open any and all sealed bids submitted for consideration and return all bid packages to Legal for review.

Suggested Motion:

Move to forward all quotes received for a 2025 or newer 15-passenger van to the Legal Department for review.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: October 31st, 2024

From: Chief Jose' Miller

Reference: The hiring of Desmond L. Wilkens-Maxwell for Probationary Patrol Officer

I am requesting that the Board of Public Works and Safety move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with Desmond Wilkens-Maxwell dated October 1st, 2024, and approve the hiring of Desmond Wilkens-Maxwell as a Probationary Patrol Officer retroactive to Monday October 28th, 2024.

Desmond Wilkens-Maxwell was a certified full-time police officer working for the City of Marion prior to coming to Goshen. We are thrilled to have Desmond joining our police department.

Desmond will be present for the Board of Works Meeting

Respectfully,

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

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

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

THIS AGREEMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Desmond L. Wilkins-Maxwell** (“Wilkins-Maxwell”) and **City of Goshen, Indiana** (“City”).

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

CONDITIONAL OFFER OF EMPLOYMENT

City conditionally offers Wilkins-Maxwell employment as a probationary patrol officer with the Goshen Police Department. Wilkins-Maxwell accepts City’s conditional offer of employment. City and Wilkins-Maxwell understand and agree that the offer of employment is contingent upon the following:

- (1) City may not currently have a personnel vacancy in the Goshen Police Department rank and file. Wilkins-Maxwell understands that a personnel vacancy in the rank and file of the Goshen Police Department may not currently exist. Wilkins-Maxwell understands that actual employment with the City of Goshen and Goshen Police Department will not occur until such time that a personnel vacancy is available and/or positions are being added to increase the number of police officers.
- (2) Wilkins-Maxwell certifies that Wilkins-Maxwell is an active member of the Indiana Public Retirement System and the 1977 Police Officers’ and Firefighters’ Pension and Disability Fund (1977 Fund) with another department that participates in the 1977 Fund, has separated or will separate from that department, and not later than 180 days after the date of separation, Wilkins-Maxwell agrees to become employed as a full-time police officer with the City of Goshen and Goshen Police Department.
- (3) The Goshen Police Department will request the Goshen Board of Public Works and Safety to ratify the execution of this agreement and approve the hiring of Wilkins-Maxwell in a public meeting when a position opening becomes available in the Goshen Police Department.
- (4) If Wilkins-Maxwell decides to decline employment with the City of Goshen and Goshen Police Department prior to the approved hiring in paragraph (3), Wilkins-Maxwell shall provide City notice in writing, and City shall withdraw this offer of employment and this agreement shall be terminated.

HIRING BONUS

- (1) City would normally pay a hiring bonus upon Wilkins-Maxwell’s commencement of employment provided that Wilkins-Maxwell meets the following prerequisites:
 - (a) Wilkins-Maxwell has successfully completed the minimum Tier I basic training requirements established by the Indiana Law Enforcement Training Board;
 - (b) Wilkins-Maxwell has an active certification with the Indiana Law Enforcement Training Board;

- (c) Wilkins-Maxwell has separated from another Indiana law enforcement agency as an active reserve officer or a paid police officer within twenty-four (24) months of accepting the employment offer with the City (within twenty-four (24) months of the date of this agreement);
 - (d) Wilkins-Maxwell has served with the other Indiana law enforcement agency as an active reserve officer or paid police officer for a minimum of one (1) year; and
 - (e) Wilkins-Maxwell will be a first-time employee of the Goshen Police Department as a police officer.
- (2) However, Wilkins-Maxwell owes to the Indiana law enforcement agency from which he is separating the sum of Twenty-two Thousand Seven Hundred Twenty-three and 91/100 Dollars (\$22,723.91) under an Agreement for Reimbursement that Wilkins-Maxwell signed with the Indiana law enforcement agency. The City agrees to satisfy the amount owed to the Indiana law enforcement agency from which Wilkins-Maxwell is separating.
 - (3) Wilkins-Maxwell agrees to forego a hiring bonus payment of Eight Thousand Dollars (\$8,000) based on City's satisfaction of amounts owed to the Indiana law enforcement agency from which Wilkins-Maxwell is separating.
 - (4) Upon commencement of employment, City agrees to pay Wilkins-Maxwell a base wage equal to the base wage paid to a patrol officer as set forth in the current salary ordinance. In addition, Wilkins-Maxwell shall be credited with forty-five (45) hours of paid sick leave.
 - (5) Wilkins-Maxwell's appointment shall be probationary for a period not to exceed one (1) year. The Police Chief may recommend to the Goshen Board of Public Works and Safety that Wilkins-Maxwell receive permanent appointment at any time within the probationary period.
 - (6) In the event that Wilkins-Maxwell voluntarily leaves city employment or is terminated for cause prior to Wilkins-Maxwell's fifth employment anniversary date, Wilkins-Maxwell agrees to repay City the sum of Eight Thousand Dollars (\$8,000) which is the amount of the hiring bonus that City would have normally paid to Wilkins-Maxwell. No repayment will be due City if Wilkins-Maxwell leaves city employment due to disability or illness which make it impractical to continue to serve as a police officer in the foreseeable future, or due to death.
 - (7) Wilkins-Maxwell's repayment to City under paragraph (6) is due within thirty (30) days of Wilkins-Maxwell's last day of employment with City and Goshen Police Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after Wilkins-Maxwell's last day of employment with City and Goshen Police Department.

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. This Amended Agreement replaces the Conditional Offer of Employment Agreement originally executed by the parties on September 25, 2024.

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 Police Department

Jose Miller, Police Chief
or
Shawn Turner, Assistant Police Chief

Date: _____
10/1/2024

Desmond L. Wilkins-Maxwell

Date: _____
10/1/2024



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: October 31st, 2024

From: Chief Jose' Miller

Reference: Request to Accept Officer Preston Lancour #235 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Preston Lancour #235 retroactive to October 23rd, 2024.

Officer Lancour provided us with a resignation letter stating he has accepted a position at the LaGrange City Police Department. He initially provided a resignation effective November 2nd however stated he could start in LaGrange anytime. Since he was still in training and was not manpower, we informed him he could resign anytime, and it would not negatively impact our department. He then provided a modified resignation stating his last day working would be October 22nd, 2024.

I wish Officer Lancour the best in his future career at LaGrange City.

Respectfully,

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

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

October 22, 2024

To whom it may concern,

Please accept this as my formal resignation as a Police Officer with the Goshen Police Department. My last day of work will be October 22, 2024, as approved by Chief Jose Miller.

I have been given the opportunity to work for Lagrange Police Department. Lagrange gave me my start as a reserve officer and is close to my home. With a newborn, this will be a move to prioritize my family.

I am grateful for the opportunities that I have been given while working for Goshen Police Department. I have had great experiences, and my field training officers all have been great to work with.

Specifically, I'd like to recognize and thank Officer Rayl, Captain Everage, and Captain Kauffman. With the passing of my grandmother and birth of my son, they were all very supportive between checking on me during their personal time and working with my schedule to make sure I could have time off during my time of need. I will forever be grateful.

If you have any questions for me, please feel free to email me at my work email or personal email, lancour5493@gamil.com, or by phone 260-479-9486.

Thank you,

 #235

Preston Lancour



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

October 31, 2024

To: Board of Public Works and Public Safety

RE: **Conditional Offer of Employment Agreement with John Kauffman**

From: Assistant Chief Anthony D. Powell

Requested motion:

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **John Kauffman**, dated October 21, 2024, and approve the hiring of John Kauffman as a Probationary Firefighter, effective November 8, 2024.



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

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October 31, 2024

To: Board of Public Works and Public Safety

RE: **Conditional Offer of Employment Agreement with Charles Holderbaum**

From: Assistant Chief Anthony D. Powell

Requested motion:

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Charles Holderbaum**, dated September 12, 2024, and approve the hiring of Charles Holderbaum as a Probationary Firefighter, effective November 15, 2024.



Danny C. Sink, Chief
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dannysink@goshencity.com • www.goshenindiana.org

October 31, 2024

To: Board of Public Works and Public Safety

RE: **Conditional Offer of Employment Agreement with Brian Guerra**

From: Assistant Chief Anthony D. Powell

Requested motion:

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Brian Guerra**, dated September 12, 2024, and approve the hiring of Brian Guerra as a Probationary Firefighter, effective November 15, 2024.



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

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October 31, 2024

To: Board of Public Works and Public Safety

RE: **Conditional Offer of Employment Agreement with Jeffery Gill**

From: Assistant Chief Anthony D. Powell

Requested motion:

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Jeffery Gill**, dated September 12, 2024, and approve the hiring of Jeffery Gill as a Probationary Firefighter, effective November 15, 2024.



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

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dannysink@goshencity.com • www.goshenindiana.org

October 31, 2024

To: Board of Public Works and Public Safety

RE: **Conditional Offer of Employment Agreement with Ryan Rentfrow**

From: Assistant Chief Anthony D. Powell

Requested motion:

Move to approve the terms and conditions and ratify the execution of the Conditional Offer of Employment Agreement with **Ryan Rentfrow**, dated September 12, 2024, and approve the hiring of Ryan Rentfrow as a Probationary Firefighter, effective November 15, 2024.



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

October 31, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment to Conditional Offer of Employment Agreement with Travis J. Snethen

The Board extended a conditional offer of employment to and entered into a Conditional Offer of Employment Agreement with Travis J. Snethen on February 1, 2024. At that time, Mr. Snethen had completed the paramedic training program, but he had not yet completed the examination for a paramedic license. It was the intent of Goshen Fire Department that Travis would receive the hiring bonus provided he obtained an Indiana paramedic license and obtained National Registry Paramedic certification, however, this was not reflected in the original agreement.

It is recommended that the Board approve and authorize the Mayor to execute the attached Amendment to Conditional Offer of Employment Agreement with Travis J Snethen. This amendment removes language from the original agreement and substitutes new language in which Travis agrees to obtain National Registry Paramedic certification and obtain an Indiana paramedic license with 11 months of his first day of employment with the Goshen Fire Department. Travis agrees to serve as an active paramedic for a minimum of three full years, and as a first-time employee for the Goshen Fire Department, the City will pay Travis the standard hiring bonus.

Suggested Motion:

Move to approve the Amendment to Conditional Offer of Employment Agreement with Travis J. Snethen, and authorize the Mayor to execute the Amendment.

**GOSHEN FIRE DEPARTMENT
AMENDMENT TO CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AMENDMENT is made and entered into effective as of the latter date of the signatures hereon, by and between **Travis J. Snethen** (“Snethen”) and **City of Goshen, Indiana** (“City”).

WHEREAS Snethen and City entered into a Conditional Offer of Employment Agreement on February 1, 2024.

WHEREAS at the time the February 1, 2024 Conditional Offer of Employment Agreement was executed, Snethen had completed the paramedic training program, but he had not yet completed the examination for a paramedic license.

WHEREAS it was the intent of Goshen Fire Department and City that Snethen receive the hiring bonus once Snethen obtained an Indiana paramedic license and obtained National Registry Paramedic certification.

WHEREAS Snethen’s first day of employment with the Goshen Fire Department was May 17, 2024.

In consideration of the terms, conditions and mutual covenants contained in this amendment, City and Snethen agree to amend the February 1, 2024 Conditional Offer of Employment Agreement by deleting the section entitled “AGREE TO OBTAIN A PARAMEDIC LICENSE AND SERVE AS A PARAMEDIC,” and inserting the following new section:

AGREE TO SERVE AS A PARAMEDIC AND HIRING BONUS

- (1) Snethen agrees to obtain National Registry Paramedic certification and obtain an Indiana paramedic license within eleven (11) months of Snethen’s first day of employment with the Goshen Fire Department. If Snethen fails to obtain National Registry Paramedic certification and obtain an Indiana paramedic license within eleven (11) months of Snethen’s first day of employment with the Goshen Fire Department, Snethen’s employment with the City and the Goshen Fire Department may be terminated for cause.
- (2) Snethen acknowledges that as a condition of employment, Snethen agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Snethen agrees to maintain Snethen’s paramedic license as long as Snethen is required to serve City and the Goshen Fire Department as a paramedic.
- (3) Snethen agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years.
- (4) As a first-time employee of the Goshen Fire Department, and provided Snethen obtains National Registry Paramedic certification and an Indiana paramedic license as required under paragraph (1), City agrees to pay Snethen a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Snethen’s first three (3) years of employment with City and the Goshen Fire Department. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Snethen’s first employment anniversary date with City and the Goshen Fire

Department and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Snethen's second employment anniversary date with City and the Goshen Fire Department. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Snethen's third employment anniversary date with City and the Goshen Fire Department.


- (5) If Snethen fails to serve City and the Goshen Fire Department as an active paramedic for any of the first three (3) full years of employment, Snethen shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

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

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

City of Goshen, Indiana
Board of Public Works and Safety

Gina M. Leichthy, Mayor



Travis J. Snethen

Date: _____

Date: 10/08/2024



Dr. Carrie Cannon, Superintendent
Monica Kegerreis, Assistant Superintendent of Curriculum
Dr. Brandon Penrod, Interim Chief Financial Officer
Phone: (574) 831-2188
Fax: (574) 831-5698
Email: ccannon@fairfield.k12.in.us

October 22, 2024

City of Goshen
Board of Works and Safety and Stormwater Board
202 South Fifth Street
Goshen, IN 46528

Attention Board of Works members:

**Re: FAIRFIELD SCHOOL CORPORATION
VARIANCE REQUEST FOR SEWER TAP IN ACCORDANCE WITH
SEWER ORDINANCE 4333 SECTION 3.03(M)**

Dear Board Members,

Fairfield Community Schools is in the process of constructing a new recreational facility that will include restrooms, and a concession stand. Sanitary sewer was run to the school's campus in 2004 under a Water and Sewer Agreement, recorded in the County Recorder's office as record number 2004-04789.

Fairfield Community Schools understands City Ordinance 4333, Section 3.03(M), requires subordinate sewer taps be connected to the primary structures sewer tap. Because the school campus is served by a single municipal lift station, the school contends that it meets the spirit of the ordinance with the public school grounds being the single customer. Precedents for similar approvals were provided when on campus school administration offices and the school bus garage were connected to the municipal sewer system.

Fairfield School Corporations request's the Board's permission to add the restrooms and concession stand in the new facility to the sewer collection system as an accessory or subordinate structure. As a condition of approval, Fairfield School Corporation understands that each subordinate sewer connection on the campus will be required to directly connect to the public sewer main should the campus be parceled off and sold to another entity.

A representative from the school corporation will be present at the board meeting to answer questions as necessary.

Sincerely
Tim Leer
Director of Facilities
Fairfield School Corporation

Empowering a resilient, reflective, and responsible community to learn and lead boldly.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

October 31, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms, Paralegal
Subject: Bid for Purchase of Sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles

The City solicited bids for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles in accordance with Indiana Code § 5-22-8-3. The bids are as follows:

2025 or Newer Hybrid Explorer Police Pursuit SUVs				
Vendor	Unit Price	Warranty Package 72-Month/125,000 miles (\$1,855 per vehicle)	Spare Tire & Wheel (8 only @ \$703 per set)	Total Bid
Eby Ford	\$47,935	\$29,680	\$5,624	\$802,246
Jordan Ford	\$48,670	\$29,680	\$5,624	\$814,024

It is recommended that Eby Ford Sales, Inc. be awarded the purchase agreement as the lowest responsive and responsible bidder with a total cost of \$802,246.

It is further recommended that the Board approve and authorize Mayor Leichy to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warrantee packages and eight (8) spare tire and wheel sets at a total cost of \$802,246.

Suggested Motion:

Award a contract to Eby Ford Sales, Inc., as the lowest responsible and responsive bidder and approve and authorize Mayor Leichy to execute the agreement for the purchase of sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit vehicles, including warrantee packages and eight (8) spare tire and wheel sets at a total cost of \$802,246.

PURCHASE OF POLICE PURSUIT SUV(S)

THIS CONTRACT is made and entered into on _____, 2024, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Eby Ford Sales, Inc., hereinafter referred to as "Vendor."

WITNESSETH, that the City and the Vendor mutually agree as follows:

PURCHASE:

Vendor agrees to provide the City sixteen (16) 2025 Ford Hybrid Explorer Police Pursuit SUV(s), fifteen (15) shall be in the color of Sterling Grey Metallic and one (1) shall be in the color of Black. Vendor shall warranty the 2025 Police Pursuit SUV(s).

Vendor also agrees to provide the City BaseCare warranties for each unit for 72-months/125,000 miles and eight (8) spare Tire and Wheel sets.

TERM OF THE AGREEMENT:

This contract shall become effective on the date of execution and approval by both parties. Vendor shall provide the vehicles to the City within twenty-six (26) weeks from the date of the agreement. The vehicles to be purchase shall be delivered to the City's Central Garage, 230 Steury Avenue, Goshen, Indiana.

COMPENSATION:

The City agrees to compensate Vendor for the equipment in this Purchase Contract in the amount of Seven Hundred Sixty-Six Thousand Nine Hundred Sixty Dollars (\$766,960) for the purchase of the sixteen (16) vehicles at a rate of Forty-Seven Thousand Nine Hundred Thirty-Five Dollars (\$47,935) per unit.

In addition to the unit cost for the sixteen (16) vehicles, City agrees to compensate Vendor One Thousand Eight Hundred Fifty-Five Dollars (\$1,855) per unit for the BaseCare 72-month/125,000 miles warranty for a total cost of Twenty-Nine Thousand Six Hundred Eighty Dollars (\$29,680) for the warranties of the sixteen (16) units.

The City further agrees to purchase from Vendor eight (8) spare tire and wheel sets at a cost of Seven Hundred Three Dollars (\$703) per unit for a total cost of Five Thousand Six Hundred Twenty-Four Dollars (\$5,624).

INDEPENDENT CONTRACTOR STATUS

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

NON-DISCRIMINATION

The vendor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Vendor agrees the Vendor or any subcontractors, or

any other person acting on behalf of the Vendor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to 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 will be a material breach of the contract.

INDEMNIFICATION

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

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

DEFAULT.

- A. If Bidder fails to deliver the equipment or comply with the provisions of this contract, then Bidder may be considered in default.
- B. It shall be mutually agreed that if Bidder fails to deliver the equipment or comply with the provisions of this contract, City shall issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Bidder 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 equipment in any manner deemed proper by the City, and Bidder shall be liable to the City for any excess costs incurred.
- C. Vendor may also be considered in default by the City if any of the following occur:
 - 1. There is a substantive breach by vendor of any obligation or duty owed under the provisions of this Contract.
 - 2. Vendor is adjudged bankrupt or makes an assignment for the benefit of creditors.

3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
4. Vendor 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 vendor or any of vendor's property.
6. Vendor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders vendor unable to provide the equipment described under these Specification Documents.
7. The contract or any right, monies or claims are assigned by vendor without the consent of the City.

TERMINATION

- A. The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Vendor shall be paid for all equipment provided and expenses reasonably incurred prior to notice of termination.
- B. The City may terminate this contract, in whole or in part, in the event of default by vendor. City shall first issue written notice of default to vendor and give vendor the opportunity to cure.
- C. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.

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

AMENDMENTS.

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

WAIVER OF RIGHTS.

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

APPLICABLE LAWS.

The vendor 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.

MISCELLANEOUS

- A. Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.
- B. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.
- C. These documents shall be construed in accordance with and governed by the laws of the State of Indiana, and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- D. In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

SEVERABILITY.

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

AUTHORITY TO BIND.

Notwithstanding anything in the contract to the contrary, the signatory for the vendor submitting an offer represents that he or she has been duly authorized to execute these documents on behalf of the vendor and has obtained all necessary or applicable approvals to make the offer submitted fully binding upon the vendor when his or her signature is affixed and is not subject to further acceptance.

NOTICES

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

City:	Vendor
City of Goshen	Eby Ford Sales, Inc.
Attention: Legal Department	Attention: Eric Eby, General Manager
204 East Jefferson St.	2714 Elkhart Road
Goshen, IN 46528	Goshen, IN 46526

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, vendor hereby certifies they do NOT provide \$20 million dollars or

more in goods or services to the energy sector of Iran. Vendor also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, vendor who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

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

ENTIRE AGREEMENT

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

In witness whereof, the parties have executed this Agreement as set forth below.

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

Vendor’s Name

Gina Leichty, Mayor

Eric Eby, General Manager

Date Signed: _____

Date Signed:_____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 31, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Award Bid for purchase of a Tandem Axle Dump Truck to Selking International

The City solicited sealed bids for the purchase of a tandem axle dump truck in accordance with Indiana Code § 5-22-8-3. Sealed bids were opened by the Board of Public Works & Safety on October 3, 2024. Below is a summary of the bids received:

Vendor	Total Bid
Selking International	\$249,659.36
Truck Centers, Inc	\$260,372.00

Street Department requests awarding the bid to Selking International for the purchase of a tandem axle dump truck as the lowest responsive and responsible bidder.

Suggested Motion:

Move to award the bid for the purchase of a tandem axle dump truck to Selking International as the lowest responsive and responsible bidder.

Move to approve and authorize Mayor Leichthy to execute the purchase agreement with Selking International. for the purchase of a tandem axle dump truck.

PURCHASE AGREEMENT FOR 2025 OR NEWER TANDEM AXLE DUMP TRUCK

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **Selking International** (“Supplier”), whose mailing address is 4849 W. Western Ave, South Bend, Indiana 46619, 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 thirty (30) calendar months 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 Two Hundred Forty-Nine Thousand Six Hundred Fifty-Nine Dollars and Thirty-Six Cents (\$249,659.36).
- (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:
 - (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 Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (B) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (C) Supplier may also be considered in default by the City if any of the following occur:
 - (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:
Selking International
Attention: Kenneth Waite
4849 W. Western Ave
South Bend, Indiana 46619

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

Selking International

Gina Leichty, Mayor

Kenneth Waite, Sales Agent

Date

Date

ITEMIZED BID

Purchase of 2025 or Newer Tandem-Axle Dump Truck

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.

SELKING INTERNATIONAL

Company Name

KENNETH WAITE

AGENT

Kenneth Waite

Print Name

Title

Signature

Address:

4849 W. WESTERN AVE. SOUTH BEND, IN.

Telephone Number (s): Business: 574-289-5531 Cell: 574-374-2009

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	Tandem Axle Dump Truck	1	\$ 249,659.36
Total Bid			\$ 249,659.36

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 checked="" type="checkbox"/> Contractor is a LIMITED LIABILITY COMPANY
<input type="checkbox"/> Contractor is a LIMITED PARTNERSHIP	<input 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 INDIANA and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is 001-938363-005.

_____ 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:

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: Kenneth A. Waite Title: Agent

Printed: Kenneth A Waite Date: 10/1/24

STATE OF IN)
) SS:
COUNTY OF Marshall)

Before me, the undersigned Notary Public in and for said County and State, personally appeared the above named Kenneth A. Waite, 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 1st day of October, 2024.



JACQUELYN M. ZIAJA
Notary Public
State of Indiana
Commission No. 713248
My Commission Expires
May 7, 2026

Jacquelyn M Ziaja
Printed Name: Jacquelyn M Ziaja
Notary Public of Starke County, IN
My Commission Expires: May 7, 2026
Commission Number: 713248

DETAILED SPECIFICATION

2025 OR NEWER TANDEM-AXLE DUMP TRUCK

	Yes	No
FRAME		
Frame to be heat treated steel rated at minimum 120,000 PSI.	X	
Frame rails should have an RBM rating of at least 2,500,000 in.-lbs.	X	
Frame to have a minimum 20.0 SM (Section Modulus) rating.	X	
Frame to include an integral front extension, and shall extend at least 18 inches to accommodate crankshaft PTO pump and quick Hitch	X	
Frame to be 'single channel' heavy-duty rails, and shall achieve strength ratings listed above.	X	
Sufficient ground clearance shall be provided for mounting of body equipment and underbody scraper.	X	
Frame to extend at least 63 inches from rear axle center to end of rail.	X	
DIMENSIONS		
Cab-to-trunnion (centerline of rear tandems) to be at least 123 inches to allow for proper installation of dump body, underbody scraper, and other equipment.	X	
Wheelbase should be set by the manufacturer to allow for CA dimension designated.	X	
GROSS VEHICLE WEIGHT RATING		
66,000 minimum GVWR rating, including tires & wheels.	X	
ENGINE		
Electronic, turbocharged in-line 6-cylinder diesel with wet-sleeved design.	X	
Engine displacement to be a minimum of 8.9 liters.	X	
Engine to be rated at a minimum of 360 horsepower and at least 1,150 ft.-lbs. of torque.	X	
Front of engine should be equipped with a universal crankshaft adapter for installation of a PTO pump.	X	
The engine must be compliant with current 2024 EPA emissions standards.	X	
Single stage air cleaner.	X	
Air intake to have provision for driver to draw air from under hood in the event exterior intake plugs with snow.	Y	
Engine to be protected by emergency shutdown system for low oil pressure or high coolant temperature.	X	

Engine block heater to be rated at 1,000 watts and engine oil preheater rated at 150 watts with weatherproof receptacle mounted under driver's door.	X	
Engine oil, fuel, and coolant filters should be full-flow and severe-duty.	X	
Radiator to be at least 1,100 square inches and be constructed of metal alloy materials.	X	
Coolant to be rated to at least minus 40 degrees F.	X	
Coolant hoses to have constant-tension clamps.	X	
Engine to be equipped with integral exhaust brake with driver-controlled switch.	X	
Magnetic drain plug in oil sump to capture any metal material circulating in the oil.	X	
EXHAUST		
2024 EPA certified exhaust aftertreatment device, horizontally mounted under cab on passenger side, with vertically mounted exhaust stack and with 45-degree turnout under headboard to direct exhaust away from truck.	X	
Vertical exhaust stack can be either frame or cab mounted.	X	
Full-length wrap-around heat shield on both vertical stack and between cab entry steps to prevent accidental contact with exhaust system.	X	
Exhaust system to have a diesel exhaust fluid (DEF) tank with at least 6-gallon capacity mounted on left hand frame rail	X	
TRANSMISSION AND EQUIPMENT		
Allison model 3000RDS 6-speed electronic automatic transmission.	X	
Water-to-oil transmission cooler should be mounted near or under radiator.	X	
Transmission interface connector to be mounted under hood or inside cab to allow body builder to connect to ground speed sensor electronics.	X	
Magnetic drain plug in transmission fluid sump to capture metal shavings circulating in the fluid.	X	
Road speed wire for upfitting of spreader	X	
FRONT AXLE AND SUSPENSION		
Set Back Axle	X	
Axle should have a 20,000 lb. minimum rating and be equipped with oil wheel seals and synthetic lube.	X	
Dual heavy-duty power steering gear boxes with power steering pump and oil-to-air power steering cooler.		X
Suspension to be rated at 20,000 lbs. and be equipped with bronze bushings		X
Front heavy-duty, double-acting shock absorbers to be included.	X	

REAR AXLES AND SUSPENSION		
Rear axles to have a minimum 46,000 lb. rating and two driver-controlled locking differentials with synthetic lube.	X	
Both rear differentials to have magnetic fill and drain plugs to capture metal shavings.	Y	
Gear ratio of 6.14 to 1.00, programmed for 65 m.p.h. maximum road speed.	X	
Main and interaxle drivelines to have extended lube feature.	X	
Rear suspension to be rated at 46,000 lbs. and have fore, aft and transverse torque rods for stability.	X	
Double-acting, heavy-duty shock absorbers on both rear axles.	X	
BRAKE SYSTEM		
Dual air brake system with four-sensor, four-modulator ABS to meet FMVSS.	X	
Air compressor to have a minimum output of 18 c.f.m. (cubic feet/minute.)	X	
Front brakes to be 16.5" x 6" double-anchor cam type with heavy duty shoes.	X	
Rear brakes to be 16.5" x 7" double-anchor cam type with heavy duty shoes.	X	
Both rear axles to have spring actuated long stroke parking chambers.	X	
Automatic slack adjusters and dust shields, front and rear.	X	
System to be equipped with a heated in-line type brake air dryer with spin-on type element.	X	
Primary wet tank outfitted with heated, automatic moisture ejector. All other tanks to be equipped with drain valves with pull cables.	X	
Air dryer and air tanks are to be mounted to provide clearance for body equipment and for underbody scraper.	X	
	X	
ELECTRICAL SYSTEM		
Alternator to be of brushless design, rated at 215 amps, and be mounted on a quadramount pad.	X	
Three battery, 12-volt system with a minimum of 3,000 CCA (cold cranking amps.)		X
Battery box mounted on driver's side frame rail as far aft as possible.	X	
Emergency jumpstart system provided so the battery box does not need to be opened.	X	
Heavy duty starter with thermal overcrank protection.	X	
Master battery shutoff switch should be located in cab near driver's seat either on floor or under dash.	X	
Electrical interface connections should be located inside the cab for body builder use.	X	

Headlight system to have dual harnesses located at front of truck to allow for installation of snowplow lights.	X	
At least two additional switches located in dash with 20-amp relays to allow for body builder use.	X	
All electrical components must comply with I.C.C., State or O.S.H.A. requirements.	X	
FUEL TANK AND EQUIPMENT		
Aluminum fuel tank with a minimum 50-gallon fuel capacity.	X	
Fuel tank mounting straps to be stainless steel material	X	
Fuel tank mounted to provide clearance for underbody scraper.	X	
Fuel system to have an in-line heated fuel-water separator with a water-in-fuel warning light in dash.	X	
TIRES AND WHEELS		
Front tires – 315/80R22.5 20-ply Michelin XZU-S2 20-ply or equivalent.	X	
Rear tires - 11R22.5 16-ply Michelin X-Works D or equivalent.	X	
Front wheels-22.5" x 9.00" 10-hole bolt center, hub-piloted steel disc wheels.	X	
Rear wheels - 22.5" x 8.25" 10-hole bolt center, hub-piloted steel disc wheels.	X	
Front and rear wheels wheel hubs to be iron construction and be equipped with pre-set bearing assemblies.	X	
Front and rear spare tire/wheel to be included in bid.	X	
CAB EXTERIOR		
Manufacturer's severe-service conventional cab with forward tilting fiberglass head and fender assembly.	X	
Cab to be mounted on an air suspension system for driver support and protection.	X	
Premium thermal and noise abating insulation to be placed throughout cab, including firewall and cab floor.	X	
Hood to have stationary grille to allow hood to be opened over front PTO pump and plow hitch.	X	
Both doors to have electrically operated door latches and window regulators.	X	
Dual towel bar style grab handles to be located on outside of cab with rubber inserts for safe driver entry/egress.	X	
Windshield wiper system with intermittent feature and with a minimum 2-gallon washer reservoir.		X
Dual 16.5" x 7" side mirrors with dual heating elements and remote controls in cab.		X

Convex mirrors at least 8" wide to be located under primary mirrors with heating elements.		X
Dual auxiliary mirrors mounted on both sides of tilting hood with heating elements.	X	
Air horn, with snow shield with driver-controlled lanyard in cab.	X	
All exterior marker lights to be LED style with pre-trip inspection switch on dash.	X	
Front fenders to have rubber extensions to limit overspray of mud and dirt on side of cab.	X	
Bug screen to be mounted behind stationary grille to protect radiator.	X	
Heavy duty steel front bumper.	X	
CAB INTERIOR		
Manufacturer's standard vinyl trim level, with grey, charcoal, or dark brown trim colors.	X	
Driver's seat to be high-back, adjustable, air-suspended with dual armrests.	X	
Passenger seat to be high-back, stationary, with dual armrests.		X
Both seats to be covered with Mordura or Cordura cloth, and have 3-point lap & shoulder harnesses seat belts to be orange color.	X	
Steering wheel to be at least 18 inches in diameter and be mounted on a tilting and telescopic steering column.	X	
Cab to have an overhead console with electrical provision for mounting auxiliary electrical or radio equipment.	X	
Floors to have insulated, heavy-duty floor mats.	X	
Heavy-duty heating and air conditioning system with side window demisters.	X	
12-volt power source as well as at least two USB ports located on dash for driver and passenger use.	X	
AM/FM/Weather band radio with Bluetooth capability and at least two speakers.	X	
Cab to be equipped with at least two cupholders.	X	
One 5 lb. fire extinguisher and three reflector triangles to be provided in cab.	X	
At least 13 inches clearance between seats must be provided for body company equipment console.	X	
Three door/ignition keys to be provided at time of delivery.	X	
Dash to be "west coast style: wring/wrap around	X	

CONTROLS AND INSTRUMENTATION		
Instrumentation to include either electronic or needle gauges for fuel, oil pressure, tachometer, voltmeter, transmission oil temperature, coolant temperature, speedometer, air restriction, trip meter, and hourmeter.	X	
System to include both primary and secondary brake air pressure gauges.	X	
Electronic, self-cancelling turn signal switch with heavy-duty flasher.	X	
Electronic back-up alarm rated at least 97 DbA mounted at rear of truck	X	
PAINT		
Cab to be painted with two-stage base coat/clear coat process and be Imron L2225EY Candy Apple Red.	X	
Frame and chassis components and axles to be painted with black, high solids polyurethane paint.	X	
Wheels to be painted with a white powder coat paint process to inhibit rust.	X	
Bumper to be painted black to match frame and front snowplow hitch.	X	
CHASSIS WARRANTY		
Chassis: 2 years / 100,000 miles.	X	
Engine: 5 years / 200,000 miles / 100% parts and labor.	X	
Exhaust aftertreatment system: 5 years / 200,000 miles / 100% parts and labor	X	
Transmission: 5 years / unlimited miles.	X	
Towing: 2 years / unlimited miles.	X	
UPFITTER EQUIPMENT		
HEAVY DUTY DUMP BODY		
168" in body length		
Side wall height of 44" and tailgate height of 50"		
84" inside width		
7 gauge 304 #4 Stainless steel sides and total body construction except for floor.		
3/16" floor with 220 ksi high tensile strength steel Hardox 450 or equivalent		
All welds are continuous		
Two gussets per side to accept 2" x 8" side boards		
Lower side rub rail has 45-degree material shedding slope		
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		

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CONTROLS AND INSTRUMENTATION		
Instrumentation to include either electronic or needle gauges for fuel, oil pressure, tachometer, voltmeter, transmission oil temperature, coolant temperature, speedometer, air restriction, trip meter, and hourmeter.		
System to include both primary and secondary brake air pressure gauges.		
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Bumper to be painted black to match frame and front snowplow hitch.		
CHASSIS WARRANTEE		
Chassis: 2 years / 100,000 miles.		
Engine: 5 years / 200,000 miles / 100% parts and labor.		
Exhaust aftertreatment system: 5 years / 200,000 miles / 100% parts and labor		
Transmission: 5 years / unlimited miles.		
Towing: 2 years / unlimited miles.		
UPFITTER EQUIPMENT		
HEAVY DUTY DUMP BODY		
168" in body length	X	
Side wall height of 44" and tailgate height of 50"	X	
84" inside width	X	
7 gauge 304 #4 Stainless steel sides and total body construction expect for floor.	X	
3/16" floor with 220 ksi high tensile strength steel Hardox 450 or equivalent	X	
All welds are continuous	X	
Two gussets per side to accept 2" x 8" side boards	X	
Lower side rub rail has 45-degree material shedding slope	X	
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	X	

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Fully boxed top rail	X	
Horizontal boxed brace on outside of side walls full length of the bed with 45 degree sloped top edge for dirt shedding	X	
Box formed rear corner posts with 45-degree leading edge	X	
Rear corner posts of the body have three (3) OEM laser cut ovals for light placement	X	
Rear corner posts of the body are completely sealed from underneath, in order to prevent snow, ice, and debris buildup	X	
Floor understructure is a fabricated cross-memberless design	X	
Long Sills are fabricated from 3/16" 50 ksi typical yield strength steel	X	
Long Sills contain 3/16" 100 ksi internal gussets spaced 24" on center and 3 gussets clustered at rear hinge attachment location.	X	
Dump body has a sealed tube running from the rear of the body to the front to allow light wires to be enclosed.	X	
Double acting tailgate - able to dump conventionally and the ability to lay flat (level with floor) with adequate length 3/8" high strength chains	X	
6 panel tailgate	X	
Two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position (laying flat)	X	
Chains are encased in chain mesh material so as to not scratch the body paint.	X	
Air operated tailgate with air cylinder center mounted toward rear of the body.	X	
Latch must lock over center when tailgate is closed and maintain adjustability throughout operating life	X	
Top cap of tailgate is fully boxed	X	
3/16" Bulkhead (Head Sheet) with 220 ksi high tensile strength steel Hardox 450 or equivalent	X	
Cab Shield projects forward 37" and is full width of side walls Cab Shield is attached by welding	X	
Cab Shield forward projection has a 5-degree slope	X	
Ladder located on dump body, on driver's side front corner.	X	
Minimum of two steps mounted on the inside of the dump bed front driver's corner for access from inside the body to outside.	X	
A grab/grip handle inside the front of body on the driver's side	X	
Dump Body should have and Rohmar underbody coating applied to limit deterioration	X	
MISCELLANEOUS		
Windshield Wiper vibrators installed, controlled by momentary switch mounted on dash Heated wiper in lieu of vibrators existing company went out of business		X
Two (2) body prop rods	X	

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A body up light mounted on the control console.	X	
Mud flaps on front and rear of back tires	X	
2 shovel brackets installed on front of the body	X	
Heavy duty electric bed vibrator with momentary push button switch in cab	X	
Pintle hitch installed in the center of the truck at the rear of the chassis with center height of the hitch 22" from the ground and with a weight rating of 20 tons	X	
Electric trailer brake controller mounted under the dash and wired to rear of the chassis	X	
Trailer light plug to be "bargeman" type 7 pin wired standard with center plug wired hot to a 30-amp circuit	X	
Hoist		
The hoist shall be of telescopic design and have a Trunion mounting	X	
The hoist shall be designed to operate up to 2,500 PSI, and shall be self-bleeding	X	
The hoist shall have a ¼" wall construction with bronze glands and pistons to assure a smooth and durable bearing surface.	X	
The glands shall each be a continuous cast bearing, SAE-660 bronze with a tensile strength of 44,000	X	
PSI	X	
The cylinder head and piston shall be of a "ductile" continuously cast iron, with a tensile strength of 60,000 PSI	X	
Each cylinder shall be internally sealed	X	
The inside seals shall be of a u-cup design made of nitrate packing	X	
The cylinder shall have a Melonized/Q.P. running surface	X	
The Melonized surfaces shall have a predominance of single -phase epsilon nitride. The nitride shall cover the entire cylinder surface This shall give the cylinder superior wear and corrosion resistance and also shall have superior wear and fatigue properties	X	
The cylinder rod shall be c1045/c1050 steel with a tensile strength of 80,000 to 1000,000 pounds	X	
The tube shall have a surface harness of 80 Rockwell "B".	X	
The cylinder shall dismantle easily and overlap between stages for greater stability	X	
The trunion collar shall be oscillation.	X	
Each rod or pin eye shall have a grease zerker.	X	

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TARP		
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.	X	
Installed against the forward edge of the cab shield.	X	
Tarp is asphalt use type material, not mesh	X	
RADIO		
Motorola Radio XPR4550 and a GPS antenna both installed and radio set to the same band width the Street department radios now have in use.	X	
Radio is wired so it powers off with ignition off	X	
20 amp 2-way radio hot and ground wire ran to overhead console	X	
LIGHTS		
All lights and reflectors meet federal requirement FMVSS No.108	X	
All Lighting is LED type	X	
All body wiring in a complete pre-built sealed factory wiring harness.	X	
Harness fully wrapped to prevent damage.	X	
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.	X	
Two (2) all weather, LED heated plow/ turn lights with high / low beam, mounted on top of plow hitch.	X	
A pair of high intensity amber storm lights shall be mounted under the plow lights for use in fog and white-out conditions	X	
Plow lights are in rubber or plastic housing and body builder shall provide and install lights that are currently in use by the city, plow lights shall be heated.	X	
Two (2) led chassis type stop tail turn lights installed on the chassis at the rear of the frame rails.	X	
Underbody light mounted on the passenger side of the unit to allow the operator to see the underbody during night time usage.	X	
Body equipped with all necessary lights and reflectors to meet state and ICC specifications.	X	

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Oblong type lights installed in rear corner post of body (body shall not to be widened for lights). Top lights to be strobes one per side, 2nd light from top is stop tail turn, and 3rd from top is reverse	X	
All auxiliary lights are tied into the body junction box controlled by the chassis provided dash mounted switches.	X	
NOTE: The City is not purchasing a Spreader with this unit but the bidder shall provide body mounted spreader hooks so the Cities existing spreaders will be chained to. Bidder shall also provide and install quick attach light plus so that all existing spreader lights (flood / strobe etc.) may be hooked to new unit. The strobe on the spreader shall be wired so that when the chassis strobes are activated the spreader strobe shall also be on. It will be the bidders obligation to insure both tie downs and light plugs are compatible with the Cities spreaders.	X	
A Power Distribution Panel to separate the body lighting and chassis lighting that includes: All add on body outfitter wiring runs from a power distribution panel	X	
Panel is powder coated steel that serves as a mounting base with a clear cover retained by thumb screws Mounted to the base is a minimum 12 position fuse block accepting ATO type blade fuses, a 12-position ground buss, a continuous duty 100-amp solenoid to charge the fuse block and a 24-position terminal strip to secure wiring with ring terminals	X	
UNDERBODY SCRAPER		
Heavy duty scraper for year-round use	X	
Capable of handling snow pack, ice, and a higher volume of snow at various speeds in the winter season	X	
Capable of gravel road maintenance and shoulder maintenance throughout the year	X	
Underbody Scraper unit is Monroe MS4510 heavy duty or equivalent	X	
Moldboard: 1" thick x 20" height x 10' length moldboard, heat treated carbon steel	X	
Integral pressed in lower offset where the cutting-edge bolts to moldboard with a 1/2" x 6" double beveled cutting edge with standard highway punch.	X	
Down pressure by-pass relief on scraper set at 500 psi	X	
All pivot or moving points have grease zerks for lubricating such points	X	
Underbody Circle: 1" solid one-piece circle	X	
45-degree rotation with infinite plowing positions; no notches	X	
Reinforced with 3/4" x 3" and 1" x 3" bar stock	X	
Circle shall not exceed 52" diameter	X	
Circle cut outs for angle cylinder pin bosses must be as small as possible	X	
5" ID x 6.5" OD hardened center bushing	X	

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Center Pin: Heavy duty, 5" diameter, hardened center pin, zinc coated	X	
Greaseable with 3 port grease journal and 5/16" wide x 3/16" deep grease groove around pin	X	
Center pin is piloted into Hanger board	X	
Circle clamps: 20.5" long x 7" deep x 1" thick	X	
Shaped to follow the contour of the circle	X	
3/8" UHMW wear pads	X	
Entire clamps must remain fully on the circle throughout the entire rotation of the scraper	X	
Reversing Cylinders and Hardware:		
Two 4" x 12" double acting cylinders 1" #8 SAE ports	X	
2" diameter Socatri 1000-cylinder rods	X	
Poly-Pack seals and cast steel heads	X	
3" OD x 2" ID cylinder pivot mounts	X	
2" diameter hardened pivot pins, zinc coated with spiraled grease groove around full pin	X	
30 gpm pressure adjustable cross over relief valve	X	
1" formed plate upper with 5" diameter center pin pilot hole	X	
1" formed lower plate for 1" thickness full width of hanger board	X	
3/4" thick trunion arms	X	
Outer trunion arms bolted to hanger board	X	
Hinge: 2.5" diameter x 96" long solid shaft	X	
Four grease points	X	
Three hinges bolted to moldboard	X	
All hinges 3.25" OD with .344" wall thickness mechanical tube	X	
Outer hinges 6" long with 1/2" wrap around gussets	X	
Center hinge 10.75" with two 1/2" wrap around gussets	X	
Center hinge thrust plates to prevent side shifting of moldboard and hinge tube contact	X	
Actuating Cylinders:	X	
Two 3.5" x 10" double acting cylinders with 2" Socatri 1000 piston rods	X	
Poly Pack seals and cast heads	X	
3/8" hydraulic hoses and pipes with poly clamps externally mounted for easy access	X	
Shocks & Housings:	X	
Scarper cushioned by two heavy duty spring housings	X	
Two 1" thick flange retaining plates held by four 5/8" bolts with prevailing lock nuts	X	

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Housings slotted to relieve contaminants	X	
Greaseable trunion mount bushings 2.75" OD x .344" wall mechanical tube	X	
All hardware and fasteners electronically plated for corrosion resistance	X	
Paint: Shot-blasted, washed and powder coat paint TGIC polyester black	X	
All parts are powder coated prior to assembly of scraper	X	
HYDRAULICS	X	
Central hydraulic system pump size shall be minimum 74 cc/rev	X	
Hydraulic pump is front mounted off the front crank shaft	X	
Hydraulic pump is variable displacement piston pump with load sensing control	X	
Pump has a shutdown circuit energized by a tank mounted float to shut off pump flow in the event of a low oil condition shutdown system has a cab mounted override switch	X	
Hydraulic Valve; The hydraulic valve shall be electric and will feature individual pressure and flow compensation for each section.	X	
The valve will be rated for a nominal flow of 30 gpm. Sections for the hoist, scraper, scraper swing, plow and plow angle will be shifted via proportional solenoid control.	X	
The load sensing shuttle network will be internal and include derlin seats for long term reliability and ease of replacement.	X	
Valve sections will be provided for: Dump hoist double acting with down relief, scraper double acting with port reliefs, scraper swing double acting with port reliefs, front plow double acting lift with work reliefs on down side, front plow double acting angle spinner, single acting feeder single acting.	X	
The electronic spreader control shall be in an integrated platform with 3 joystick dual axis controls.	X	
Hoist and plow sections will include a manual handle override. Spreader sections will include a push pin manual over ride.	X	
Hydraulic valve shall be mounted in weather-tight enclosure.	X	
Enclosure shall be fabricated from 7gauge stainless steel	X	
Slim Line behind cab hydraulic tank:	X	
Hydraulic tank a minimum 40gallon capacity	X	
Minimum 7-gauge steel baffled with an in-tank filter	X	
Tank has a breather cap with clean out port and screened inlet	X	
Tank has a shutoff valve	X	
Tank is properly mounted directly behind cab to chassis, between dump body and truck cab to save frame space.	X	

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All plumbing for the hydraulic valve inside the enclosure is SAE rated steel tubing and terminate on the front of the reservoir with ITC bulkhead connectors.	X	
Reservoir includes a sight/temp gauge, a suction strainer and a magnetic drain plug.	X	
Reservoir top includes a 90-gpm-cartridge style return filter with 10-micron element and 25 psi bypass.	X	
One spare element shall be furnished with the truck at the time of delivery.	X	
Reservoir has a float assembly wired to a light in the console to notify the operator of a low oil condition	X	
Initial fill of AW-32 oil includes antifoam and anti-wear package	X	
Hydraulic system is plumbed to SAE standards with no black pipe or iron pipe connections or components	X	
NPT connections are allowed at reservoir provided they are dry seal type and sealed with liquid sealant.	X	
Pressure lines are SAE100-R16	X	
Return lines are SAE100-R1	X	
Suction line is SAE100-R4	X	
Stainless steel hydraulic lines for both pressure and return mounted under body on chassis frame.	X	
Hydraulic lines are connected via short jumper hoses	X	
Stainless hydraulic couplers are used for plow underbody dump bed, etc.	X	
A quick coupler station is mounted on the front bumper and includes a quick coupler release valve.	X	
Operator is able to push plunger to release hydraulic pressure in the hose without having to remove hoses to release pressure	X	
Electronic Spreader Control:	X	
Uses PWM technology to control variable feed and spread widths	X	
Feed rate accommodates 9 different settings while spread width knob also accommodates 9 different settings	X	
Control head has a power switch with indicator lamp to provide status on the operation of the Storm Guard model	X	
Freedom 2.1 controller or equivalent	X	
Spreader control has ability to be touch screen with USB data download	X	
TEP wiring harness	X	
Screw on cap and plug set for motor sensor connection	X	
Detailed operator's manual	X	
Calibration manual	X	
Wiring diagrams	X	

Filled in by WA Jones

One-hour operator training and 2-hour mechanic's training at City's Central Garage upon delivery.	X	
On-site calibration assistance by manufacturer's representative controller to inside dash in a location approved by City.	X	
There shall be a truck mounted plow hitch installed on the front of the chassis	X	
The hitch shall be a pin loop design and shall be compatible with the style of plows the City is currently using.	X	
Installation shall be in an approved manner by the City	X	
Upfitter Equipment Warrantee	X	
Parts and labor 1 year with the exception that the Hoist be warranted for 2 years parts and Labor. This includes pick-up and delivery from Goshen Central Garage.	X	



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

October 31, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement with Otis Elevator Company for Elevator Maintenance for the Police and Courts Building

It is recommended that the Board approve and authorize the Mayor to execute the attached agreement with Otis Elevator Company for elevator maintenance for the Police and Courts Building. Otis Elevator Company will be paid \$2,116.80 per year for a 5-year term of services.

Suggested Motion:

Approve and authorize the Mayor to execute the agreement with Otis Elevator Company for elevator maintenance for the Police and Courts Building at a cost of \$2,116.80 per year for a 5- year term.

**AGREEMENT WITH OTIS ELEVATOR COMPANY
FOR ELEVATOR MAINTENANCE FOR THE
POLICE AND COURTS BUILDING ELEVATOR**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Otis Elevator Company** (“Contractor”), whose mailing address is 50641 Princess Way, Ste 1, Granger, Indiana 46530, 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. SCOPE OF SERVICES

Contractor shall provide City the following services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to perform maintenance to the Montgomery hydraulic elevator, machine number F17450 (“Unit”), located the Goshen Police and Courts Building at 111 E. Jefferson Street, Goshen, Indiana 46528 (hereinafter referred to as “Services”).

- (A) Contractor’s Services under this agreement include inspection, lubrication, and adjustment of the following parts:
1. Controller parts, selectors and dispatching equipment, relays, solid-state components, transducers, resistors, condensers, power amplifiers, transformers, contacts, leads, dashpots, timing devices, computer and microcomputer devices, steel selector tapes, mechanical and electrical driving equipment, signal lamps, and position indicating equipment.
 2. Door operators, car door hangers, car door contacts, door protective devices, load weighing equipment, car frames, car safety mechanisms, platforms, car and counterweight guide shoes including rollers and gibs, and emergency car lighting.
 3. Hoistway door interlocks and hangers, bottom door guides, and auxiliary door closing devices.
 4. Machines, worms, gears, thrust bearings, drive sheaves, drive sheave shaft bearings, brake pulleys, brake coils, contacts, linings, and component parts.
 5. Motors, brushes, brush holders, and bearings.
 6. Governor components, governor sheaves and shaft assemblies, bearings, contacts, governor jaws, deflector or secondary sheaves, car and counterweight buffers, car and counterweight guide rails, car and counterweight sheave assemblies, top and bottom limit switches, governor tension sheave assemblies, and compensating sheave assemblies.
 7. Pumps, pump motors, operating valves, valve motors, leveling valves, plunger packings, exposed piping, above ground plungers and cylinders, and hydraulic fluid tanks.

SECTION 2. EFFECTIVE DATE; TERM

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

- (B) This Agreement shall be effective for a period of five (5) years beginning the date of execution by all parties and continuing through the end of the 2029 calendar year, unless otherwise terminated by either party in accordance with the terms and conditions of this Agreement.
- (C) This agreement is not subject to automatic renewal.

SECTION 3. COMPENSATION

- (A) City agrees to compensate Contractor the sum of Two Thousand One Hundred Sixteen Dollars and Eighty Cents (\$2,116.80) annually for performing all Duties.
- (B) City agrees to compensate Contractor for replacement parts and labor costs related to the agreed upon necessary repairs. During the term of this Contract, Contractor agrees to use commercially reasonable efforts to maintain a supply of frequently used replacement parts and lubricants selected by Contractor within Contractor's inventory to meet the specific routine requirements of the Unit, so as to avoid any reasonable Unit usage downtime. Any such parts or items shall remain the property of Contractor until installed in the Unit.
- (C) A price adjustment may be considered on the Commencement Date anniversary and only upon written notice to the City no less than sixty (60) days in advance. City reserves full rights to terminate contract without penalty should any rate increase not be acceptable. The annual percentage increase of the Contract will not exceed five percent (5%) of the current rate.

SECTION 4. PAYMENT

- (A) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.
City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528
- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

SECTION 5. LICENSING/CERTIFICATION STANDARDS

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

SECTION 6. WARRANTY

Contractor's warranty is limited to the repair or replacement of defective materials and the correction of defective workmanship furnished by Contractor within a reasonable time for defects that are reported to Contractor during the term of the agreement. This warranty excludes ordinary wear and tear and any damage due to Causes Beyond Contractor's Reasonable Control. This warranty is given in lieu of all other warranties, either expressed or implied, including any warranty of merchantability or fitness for a particular purpose.

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 15. TERMINATION

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all 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 16. NOTICE

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

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

Contractor:
Otis Elevator Company
Attention: Jodie Eggert, Account Manager
50641 Princess Way, Ste 1,
Granger, IN 46530

SECTION 17. SUBCONTRACTING OR ASSIGNMENT

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or

assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

SECTION 18. AMENDMENTS

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

SECTION 19. WAIVER OF RIGHTS

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

SECTION 20. APPLICABLE LAWS

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

SECTION 21. MISCELLANEOUS

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

SECTION 22. SEVERABILITY

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

SECTION 23. BINDING EFFECT

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

SECTION 24. ENTIRE AGREEMENT

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

SECTION 25. AUTHORITY TO EXECUTE

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

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

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

Otis Elevator Company

Gina Leichty, Mayor

Adam Sisson

~~Jodie Eggert, Account Manager~~
Adam Sisson; General Manager

Date Signed: _____

Date Signed: 10-18-2024



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

October 21, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms, Paralegal

Subject: Agreement Amendment with Cummins, Inc. for inspection and diagnostic testing to include North Plant located at 308 North 5th Street.

The City wishes to amend the agreement with Cummins, Inc to provide inspections and diagnostic testing to include North Plant generator located at 308 North 5th Street. The cost of including this generator to the maintenance schedule of generators will cost \$3,307 annually increasing the total annual cost to \$22,234.

It is recommended that the Board approve and authorize Mayor Leichty to execute the Agreement Amendment with Cummins to include the generator located at 308 North 5th Street.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the Agreement Amendment with Cummins, Inc. to include the North Plant generator located at 308 North 5th Street for annual inspections and diagnostic testing at a cost of \$3,307 per year increasing the annual cost to \$22,234.

AMENDMENT NO. 1

**AGREEMENT WITH CUMMINGS, INC. FOR INSPECTION
& DIAGNOSTIC TESTING OF CITY OF GOSHEN'S GENERATORS**

THIS AGREEMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Cummins, Inc.** ("Contractor"), whose mailing address is 500 Jackson Street, Columbus, IN 47201, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety ("City").

RECITALS

- (A) City and Contractor entered into an Agreement on October 9, 2024 for inspection and diagnostic testing of City of Goshen generators.
- (B) The Parties wish to add the generator at the North Plant located at 308 North 5th Street to the inspection and diagnostic agreement.
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

SECTION 1. Contractor Services

Contractor shall provide City inspection and diagnostic testing services to the North Plant located at 308 North 5th Street, Goshen, Indiana

SECTION 2. Compensation

City agrees to compensate Contractor the sum of Three Thousand Three Hundred Seven Dollars (\$3,307) per year for performing the Services under this Amendment, increasing the annual cost to Twenty-Two Thousand Two Hundred Thirty-Four Dollars (\$22,234).

SECTION 3. Original Agreement

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

SECTION 4. Authority to Execute

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

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

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

Cummins, Inc

Gina Leichty, Mayor

Benjamin Rankin, Sales Manager

Date Signed: _____

Date Signed: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 31, 2024

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2024-25, Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award

The County of Elkhart, City of Elkhart, and City of Goshen have made a joint application for and were awarded funding from the Edward Byrne Memorial Justice Assistance Grant Program. Each entity would receive \$18,728 for fiscal year 2024 to be used for criminal justice purposes.

The attached resolution is to approve the terms and conditions of the Interlocal Memorandum of Understanding and ratify Mayor Leichty's execution of the Interlocal Memorandum of Understanding on behalf of the Board of Public Works and Safety and the City.

Suggested Motion:

Move to adopt Resolution 2024-25, Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-25**

**Interlocal Memorandum of Understanding for
2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award**

WHEREAS in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, the County of Elkhart, City of Elkhart and City of Goshen have submitted a joint application for fiscal year 2024 JAG funding to be used for permissible criminal justice purposes;

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement; and

WHEREAS the attached Interlocal Memorandum of Understanding between the three participating units of local government identifies the County of Elkhart as the fiscal agent for the JAG funding, and sets forth the amount of funding to be distributed to each unit.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Memorandum of Understanding for 2024 Edward Byrne Memorial Justice Assistance Grant Formula Program Award between County of Elkhart, City of Elkhart, and City of Goshen attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Board ratifies the execution of the Interlocal Memorandum of Understanding by Mayor Gina M. Leichty on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on _____,
2024.

Gina M. Leichty, Mayor

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2024-172239

THE STATE OF INDIANA

KNOW ALL BY THESE PRESENT

COUNTY OF ELKHART

INTERLOCAL MEMORANDUM OF UNDERSTANDING (MOU) FOR
2024 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) FORMULA
PROGRAM AWARD

This Interlocal Memorandum of Understanding (MOU) is made and entered into effective this 6th day of September, 2024 by and between the County of Elkhart, Indiana acting by and through its governing body the Board of Commissioners of the County of Elkhart, Indiana for and on behalf of the Elkhart County Sheriff's Office, hereinafter referred to as "COUNTY;" the City of Elkhart, Indiana acting by and through its Mayor for and on behalf of the Elkhart Police Department, hereinafter referred to as "ELKHART;" and the City of Goshen, Indiana acting by and through Board of Public Works and Safety with the approval of the Goshen Common Council on behalf of the Goshen Police Department, hereinafter referred to as "GOSHEN;"

WITNESSETH:

WHEREAS each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall do so in a manner in compliance with applicable law from current funds legally available to that party;

WHEREAS COUNTY, ELKHART, and GOSHEN believe it to be in the best interests of the community to reallocate the JAG funds as provided herein;

WHEREAS each governing body finds that the terms, provisions, and performance of this MOU with respect to the 2024 Byrne Justice Assistance Grant (JAG) Program Award is in the best interests of the parties, that the undertaking will benefit the public, and that the allocation of funds fairly compensates the performing parties for the services or functions contemplated herein;

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein, COUNTY, ELKHART, and GOSHEN agree as follows:

Section 1 The COUNTY agrees to be the fiscal agent for the joint funds and submit a joint application for the aggregate funds allocated.

Section 2 The COUNTY assumes the responsibility for the administration of the funds including distribution of the funds, monitoring the award, submitting reports including performance measurements and program assessment data, and providing ongoing assistance to ELKHART and GOSHEN.

Section 3 The JAG funds must be used to supplement existing funds for program activities and cannot replace, or supplant, nonfederal funds that have been appropriated for the same purpose. JAG funds cannot be used, directly or indirectly, for security enhancements or equipment to non-governmental entities not engaged in criminal justice or public safety.

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2024-172239

Section 4 The COUNTY will establish a non-interest-bearing trust fund in which to deposit the JAG funds and will be responsible for assuring that all award monies are expended within the 4-year grant period.

Section 5 All parties agree that ELKHART and GOSHEN shall each utilize their full individual allocation amounts – eighteen thousand seven hundred twenty-eight dollars (\$18,728) each of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control. ELKHART and GOSHEN shall each timely submit one or more appropriately completed and executed claim forms to COUNTY for processing of a distribution or distributions of the aggregate JAG funds allocated herein for them.

Section 7 All parties agree that the COUNTY shall utilize their full individual allocation amount of – eighteen thousand seven hundred twenty-eight dollars (\$18,728) of the aggregate JAG funds allocated herein for officer and community safety in activities of prevention and crime control.

Section 8 ELKHART and GOSHEN agree to provide timely and appropriate data to assist the COUNTY in monitoring the award and submitting reports.

Section 9 ELKHART and GOSHEN agree to maintain open communications with the COUNTY in regard to the expenditure of JAG funds.

Section 10 ELKHART and GOSHEN agree that any program adjustments must be approved by the Bureau of Justice Assistance Program compliance personnel through the COUNTY and that they will provide the COUNTY a minimum of thirty (30) days notice of program changes allowing the COUNTY to obtain approval of the program adjustment.

Section 11 Each party to this MOU will be responsible for its own actions in providing services or in receiving funding herein and shall not be responsible for any civil liability that may arise from the furnishing of the services or the receipt of funding by the other parties.

Section 12 By entering into this MOU, the parties do not intend to create any obligations, express or implied, other than those set out herein. Further this MOU shall not create any rights in any party not a signatory hereto.

Section 13 All parties understand that all activities related to the JAG Program are bound by and compliance must be made with Title II – Improving the Department of Justices Grant Programs; Subtitle A - Assisting Law Enforcement and Criminal Justice Agencies Sec. 500 - 508 and the Justice Assistance Grant Application submitted to the Bureau of Justice Assistance, in addition to requirements that may be later added. COUNTY, ELKHART, and GOSHEN each respectfully agree to defend, indemnify, and hold harmless the other parties hereto from any claims, demands, damages, liabilities, fines and penalties arising from each party's own respective violation of or failure to comply with these legal requirements.

Section 14 This MOU shall be binding upon the parties hereto and their respective successors. This MOU may be executed in multiple counterparts and separate signature pages with the multiple counterparts and separate signature pages constituting but one single, complete, and entire document.

OJP/USDOJ OPPORTUNITY NUMBER O-BJA-2024-172239

COUNTY:

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley Rogers, President

Attest: _____

Title: _____

Date: _____

ELKHART:

ELKHART CITY

By: _____
Title: Rod Roberson, Mayor of Elkhart

Attest: _____

Title: _____

Date: _____

GOSHEN:

BOARD OF PUBLIC WORKS

By: _____
Title: Gina Leichty, Mayor of Goshen

Attest: _____

Title: _____

Date: _____



**STORMWATER DEPARTMENT
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Stormwater Department

RE: **APPROVAL TO LOWER THE WATER LEVEL OF THE MILLRACE CANAL TO REPAIR DAMAGE TO THE MADISON STREET PERMEABLE PAVER ROADWAY (JN: 2024-0024)**

DATE: October 31, 2024

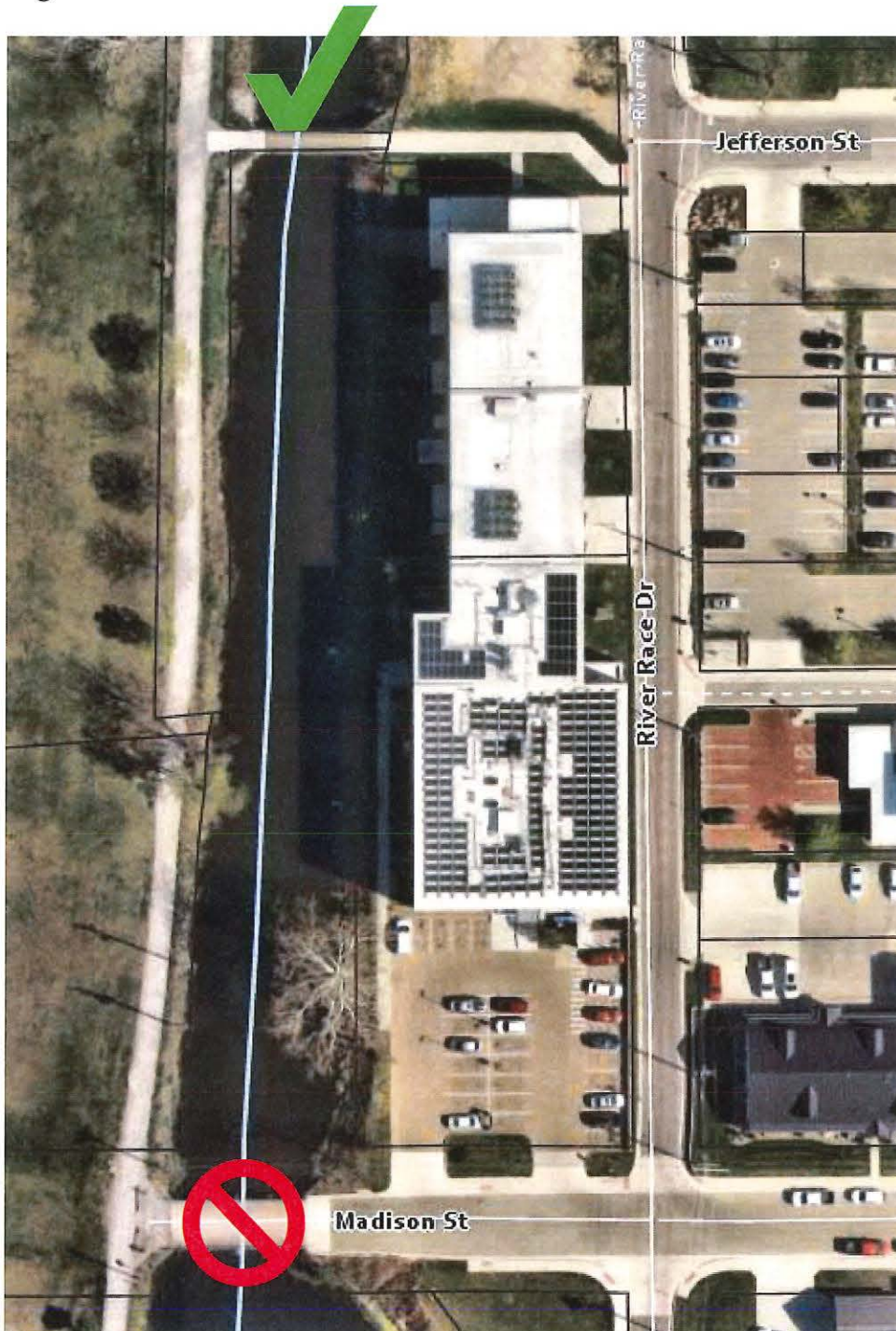
The Goshen Stormwater Department is requesting the Board of Public Works and Safety approve the lowering of the water level in the Millrace Canal to allow for repair work to be completed on a section of the Madison Street permeable paver roadway that has been damaged by an animal burrow dug into the side of the canal and under the roadway. To allow for the Water and Sewer Department to complete their work, this request is from November 1st to November 22, 2024. The water level in the Millrace Canal will only be lowered for the time required to complete the repair work and will then be returned to normal levels.

To avoid future damage to the canal bank and Madison Street the repaired canal bank will be armored with sufficiently sized river rock on the south side of Madison Street.

During this time, access to the Millrace Canal via the Madison Street Bridge will be closed with access to the pedestrian path still open at Jefferson Street or Douglas Street.

Information regarding the lowering of the water level in the Millrace Canal will be provided to the general public through signboards placed along the roadways adjacent to the Canal, via the City's website, and on social media.

Requested Motion: Approve the lowering of the water level in the Millrace Canal from Friday, November 1st to Friday, November 22nd to allow for repair work to be completed on Madison Street and to close the Madison Street Bridge access to the Millrace Canal Pedestrian Path until the roadway is repaired.



Madison Street access to the Millrace Canal will be closed but the access on Jefferson Street will remain open.



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: DRAINAGE PLAN APPROVAL – DOUBLE OAK SUBDIVISION
 (JN: 2023-2043)**

DATE: October 28, 2024

Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for the Double Oak Subdivision on behalf of the Board of Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequate for a 1 hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours, without significant impact to the property down gradient of the development.

Goshen Engineering recommends the Board’s acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development’s drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development’s drainage improvement(s) will be referred back to the development’s licensed professional(s).

Suggested Motion: Move to accept the drainage plan for the Double Oak Subdivision, which the developer’s Indiana-licensed professional engineer prepared. The City does not warrant the drainage plan will function as intended and accepts no liability for any failure of the drainage design.

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

 Gina Liechty, Mayor

 Mike Landis, Member

 Mary Nichols, Member

 Barb Swartley, Member

 Orv Myers, 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 Works and Safety and Stormwater Board

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

RE: **DRAINAGE PLAN APPROVAL – THE CROSSING SUBDIVISION, PHASE 2 & 3
(JN: 2018-2072)**

DATE: October 28, 2024

Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for The Crossing Subdivision, Phase 2 & 3, on behalf of the Board of Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1 hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Goshen Engineering recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

***Suggested Motion:** Move to accept the drainage plan for the Crossing Subdivision, Phase 2 & 3, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for any failures of the drainage design.*

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

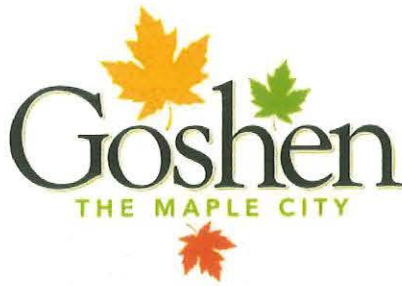
Gina Liechty, Mayor

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

Orv Myers, 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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AGREEMENT WITH MACOG FOR TRAFFIC COUNTS
JN: 2025-0003**

DATE: October 31, 2024

Attached is the annual Agreement with MACOG to supply the City of Goshen with Traffic Counts at locations listed in the Agreement.

MACOG will also complete two (2) intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections we will ask to be done.

The Agreement is in the amount of \$2,000.00.

Requested Motion: Approve agreement with MACOG for \$2,000.00 for annual traffic counts.

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the City of Goshen by and through the Board of Public Works and Safety, hereinafter referred to as "City", and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

WITNESSETH:

WHEREAS, the City, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the traffic count data using MACOG staff,

WHEREAS, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics.

WHEREAS, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region,

WHEREAS, MACOG has professional staff that collects and maintains traffic count database program throughout the region,

WHEREAS, MACOG working in partnership with its member cities, towns and counties is the data repository for the regions reporting and traffic statistics and as traffic count data is a major factor in the selection of projects for federal, state and local road projects it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

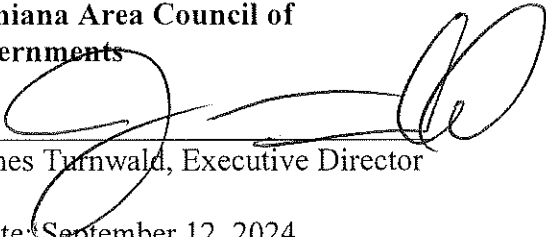
IT IS THEREFORE AGREED by and between the City and MACOG:

1. MACOG will collect traffic count data for the City at those sites within the county as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with the City will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a minimum of forty-eight (48) hours.

5. Data collected will be posted to the macoggis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however the City is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City agrees to provide the MACOG **\$2,000**, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2024) of this agreement.
8. This memorandum of understanding may be declared null and void if:
 - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
 - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2024 through June 30, 2025 with provision for annual renewal.

IN WITNESS WHEREOF, City and MACOG, through the undersigned officials, have hereunto affixed their signatures.

Michiana Area Council of Governments



James Turnwald, Executive Director

Date: September 12, 2024

City of Goshen

Date: _____

FY 2025 Counts - City of Goshen

30 Counts

Site	Street	Location	Latitude	Longitude
6318	2ND STREET	BETWEEN WASHINGTON STREET & LINCOLN	41.58614	-85.83768
6232	2ND STREET	N OF LINCOLN AVENUE	41.586648	-85.837681
6001	BASHOR ROAD	E OF US 33	41.595197	-85.85794
6002	BASHOR ROAD	E OF GREENE ROAD	41.595184	-85.864094
6000	BASHOR ROAD	E OF OLD CR 17	41.595031	-85.885976
6008	BERKEY AVENUE	E OF GREENE ROAD	41.580617	-85.866929
6223	CARAGANA COURT	SW OF US 33	41.554794	-85.791482
6226	CENTURY DRIVE	S OF COLLEGE AVENUE	41.565939	-85.788875
6230	CHICAGO AVENUE	N OF US 33 (PIKE STREET)	41.590092	-85.843416
6218	COLLEGE AVENUE	E OF US 33	41.566201	-85.801067
6239	COLLEGE AVENUE	E OF DIERDORFF ROAD	41.566203	-85.804213
6032	DIERDORFF ROAD	S OF COLLEGE AVENUE	41.565085	-85.804606
6319	FERNDALE ROAD	S OF US 33	41.62633	-85.90687
6308	GREENE ROAD	S OF SR 119	41.57312	-85.8673
6070	INDIANA AVENUE	N OF WILDEN AVENUE	41.597888	-85.848377
6078	INDIANA AVENUE	S OF SR 119 (PLYMOUTH AVENUE)	41.573	-85.84806
6233	INDUSTRIAL PARK DRIVE	N OF KERCHER ROAD	41.552651	-85.820382
6243	JOHNSTON STREET	W OF SR 15	41.601162	-85.834415
6088	KERCHER ROAD	W OF VIOLETT ROAD	41.551182	-85.835548
6104	LINCOLN AVENUE	BETWEEN 2ND STREET & 3RD STREET	41.586435	-85.836904
6102	LINCOLN AVENUE	BETWEEN CHICAGO AVENUE & 2ND STREET	41.58641	-85.841232
6156	MONROE STREET	E OF BLACKPORT DRIVE	41.580719	-85.809226
6154	MONROE STREET	W OF BLACKPORT DRIVE	41.580713	-85.81276
6234	PINE MANOR AVENUE	S OF KERCHER ROAD	41.550781	-85.820597
6188	RIVER AVENUE	W OF 1ST STREET	41.592938	-85.842192
6036	WILDEN AVENUE	SE OF PEDDLERS VILLAGE ROAD	41.608479	-85.874713
6038	WILDEN AVENUE	SE OF GREENE ROAD	41.601797	-85.864584
6241	WILDEN AVENUE	S OF MISSOURI AVENUE	41.61659	-85.88795
6212	WILDEN AVENUE	W OF MICHIGAN AVENUE	41.597236	-85.845022
6216	ZOLLINGER ROAD	S OF HACKETT ROAD	41.602177	-85.819598



**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
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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 3 FOR COUNTY COURTS CONSOLIDATION
ROADWAY IMPROVEMENTS
(JN: 2021-0014)**

DATE: October 31, 2024

Attached, find Change Order No. 3 for the County Courts Consolidation Roadway Improvements project.

Soil samples have been taken and it was found that existing soils within the proposed new roadway near US 33 are unsuitable to build the road. The recommendation is the complete removal of the unsuitable soils. There will be additional material needed, labor and fees associated with the removal of the unsuitable soils. There are landfill tipping fees, equipment and labor that will be handled through the creation of new contract line items.

The original contract amount was \$4,165,762.30. The removal of unsuitable soils, additional materials needed, and landfill tipping fees will increase the contract by \$55,483.50, for a revised contract amount of \$4,249,478.56, an increase of 2.01%.

Requested motion: Move to approve Change Order No. 3 to remove the unsuitable soils, deliver additional material, additional labor, and landfill tipping fees for an increase of \$55,483.50.

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

OWNER: City of Goshen
PROJECT NAME: Court Consolidation Roadway Improvements
PROJECT NUMBER: 2021-0014
CONTRACTOR: Niblock Excavating, Inc.

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

Soil samples have been taken and it was found that the existing soils within the proposed new roadway near US 33 are unsuitable to build the road. The recommendation is the complete removal of the unsuitable soils. There will be additional material needed, labor and fees associated with the removal of the unsuitable soils. There are landfill tipping fees, equipment and labor that will be handled through the creation of new contract line items.

16	Common Excavation (Increase to line item 16)	3300 CYD	@ \$22.50	-----	\$74,250.00
18	Borrow (Increase to line item 18)	5272 CYD	@ \$1.00	-----	\$5,272.00
19	Subgrade Treatment, Type II (Increase to line item 19)	21614 SYD	@ \$13.75	-----	\$297,192.50
21	Subgrade Treatment, Type IBC (Decrease to line item 21)	-21614 SYD	@ \$20.00	-----	-\$432,280.00
24	Geogrid, Type 1B (Increase to line item 24)	21614 SYD	@ \$1.00	-----	\$21,614.00
28	No. 5 Stone (Increase to line item 28)	1200 TON	@ \$1.00	-----	\$1,200.00
CO3.7	Land Fill Tipping Fees Landfill cost for taking the Marl and unsuitable soils	5610 HRS	@ \$13.50		\$75,735.00
CO 3.8	Equipment, Labor to Grade Material @ Landfill	50 TON	@ \$250.00		\$12,500.00
				-----	Subtotal - \$55,483.50

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$4,165,762.30
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers	2 to <u>3</u>	\$28,232.76
3. Amount of Contract, not including this supplement		\$4,193,995.06
4. Addition/ Reduction to Contract due to this supplement		\$55,483.50
5. Amount of Contract, including this supplemental		\$4,249,478.56
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$83,716.26
7. Total percent of change in the original contract price Includes Change Order No. 2 to <u>3</u> (Line 6 divided by Line 1)		2.01%

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 21 calendar days.
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 x-2431, 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 two (2.01) percent.

RECOMMENDED FOR ACCEPTANCE

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**

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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **AMENDMENT NO. 5 – TO AGREEMENT,
DESIGN AND BIDDING SERVICES FOR WASTEWATER TREATMENT
PLANT IMPROVEMENT, LIFT STATION IMPROVEMENT & ROCK RUN
INTERCEPTOR PHASE I IMPROVEMENT PROJECTS**

ENGINEERING - JN: 2024-0025

DATE: October 31, 2024

Approval is sought for an expenditure of \$85,500 to engage Donahue & Associates, Inc. for Engineering Services for Replacement of the Goshen Wastewater Plant Digester #1 Cover. The project will replace the existing torn and aging cover with a new cover compatible with the existing digester structure and existing equipment associated with the Digester. The project will include mounting modifications, replacement hoses, two new system fans, and a number of replacement anchor bolts for Digester #2 Cover. The Engineer will also ensure that all aspects of the new Digester Cover work seamlessly with the existing Plant SCADA control system for Methane Recovery from digesters #1 and #2.

The requested design fee will be executed as Amendment No. 5 to the existing Agreement, "Design and Bidding Services for Wastewater Treatment Plant Improvement, Lift Station Improvement & Rock Run Interceptor Phase I Improvement Projects," executed on November 26, 2018. Fees will be paid from remaining SRF loan funds available from an associated construction account.

Requested Motion: Approve and authorize the mayor to sign the attached Amendment No. 5 with Donohue & Associates, Inc. for \$85,500 to provide design, bid, and construction support services for the Replacement of the Methane Recovery Cover for Digester #1 at the Goshen Wastewater Treatment Plant.

AMENDMENT NO. 5

CONSULTING SERVICES AGREEMENT Wastewater Treatment Plant Improvement and Rock Run Interceptor Phase I Improvement Projects

THIS AMENDMENT is entered into on _____, 2024, which is the last signature date set forth below, by and between **Donohue and Associates, Inc.** (“Consultant”), whose mailing address is 101 West Ohio Street, Suite 1650, Indianapolis, IN 46258, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Consultant entered into an Agreement on November 26, 2018 for consulting services for the Wastewater treatment Plant Improvement and Rock Run Interceptor Phase I Improvement Projects.
- (B) The parties wish to amend the terms of the original agreement as noted in the attached proposal prepared by Consultant dated October 4, 2024.
- (C) Any modification or proposal to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

Section 1. Scope

The Agreement shall be amended by revising and adding additional tasks memorialized in the attached Proposal dated by October 4, 2024.

Section 2. Effective Date; Term

- (A) The Amendment shall become effective on the day of execution and approval by both parties.
- (B) The Agreement shall be extended as outlined in the attached Proposal.

Section 3. Compensation

Compensation for the additional scope of services set forth set forth in this Amendment shall be increased by **\$85,500**. This results in the total contract amount from a not to exceed amount of \$3,444,576 as per Agreement Amendment No. 4 to a not to exceed amount of **\$3,530,076**.

Section 4. Original Agreement

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

Section 5. Authority to Execute

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

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

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

Donohue & Associates, Inc.

Gina Leichty, Mayor

Jeremy Roschyk, PE, Vice President

Date Signed: _____

Date Signed: _____



AGREEMENT AMENDMENT NO. 5
DESIGN and BIDDING SERVICES for
Wastewater Treatment Plant Improvement and Rock Run Interceptor Phase I Improvement
Projects (Project)
Original Agreement Executed November 26, 2018

This Amendment is by and between:

City of Goshen by its Board of Public Works and Safety (City)
202 S. 5th Street
Goshen, Indiana 46258

And,

Donohue & Associates, Inc. (Consultant)
101 West Ohio Street, Suite 1650
Indianapolis, IN 46204

Who agree to amend the original Agreement, as follows:

SCOPE OF SERVICES

Consultant shall design an additional fourth project for bidding as follows:

D. Remove and Replace Anaerobic Digester No. 1 Dual Membrane Cover

The Project scope for this additional design project is as follows:

1. Remove and dispose of existing 45-foot diameter dual membrane cover.
2. Furnish and install one set of 45-foot diameter air and gas membranes for a high gas take-off type cover.
3. Furnish and install associated gaskets and mounting and mounting hardware required for membrane cover installation.
4. Furnish and install two 4" flexible air hoses with stainless steel clamps.
5. Furnish and install one 4" gas takeoff hose with stainless steel clamps.
6. Air fan removal and replacement: Provide equipment that meets or exceeds the performance of the original equipment manufactured by EVOQUA.
 - a) Remove and replace two air system fans including electrical motors to replace existing Air Fans No. 1 and 3 and associated discharge balancing valves and isolation butterfly valves for each fan.
 - b) Replacement air fans are to utilize the existing air fan control system. Replacement air fans

7. Remove the existing restraining cables for the existing dual membrane cover and install new restraining system as required by the membrane cover manufacturer.
8. Remove and replace loose anchor bolts and all components required to make a complete restraining system for the new cover along with new clamp bars and epoxy secured anchor bolts.
9. Remove and replace loose anchor bolts, clamp bars, and seals for the existing 65' diameter EVOQUA Dystor cover that is to remain for Anaerobic Digester No. 2. This work shall also include cleaning and patching with grout the existing loose anchor bolt holes.

The Consultant's scope of services have been modified to include the following revised and additional tasks:

Item No. 2D – Design Services for Anaerobic Digester No. 1 Dual Membrane Cover Replacement

1. Existing Process Design and Bid Document Preparation
 - a) Review applicable available studies, reports, drawings, specifications, shop drawings, and O&M manuals of the City's facilities to determine the existing digester system design parameters including but not limited to:
 - 1) Gas flow rates.
 - 2) Design and relief pressures (Information on revised design and relief pressure settings since installation of existing membrane covers are to be provided by the City).
 - 3) Storage capacity.
 - 4) Maximum height of membranes.
 - 5) Port connections.
 - b) Prepare a process design and Bid Package.
 - 1) Develop a **Bid Package for one prime contractor**. This could either be a membrane manufacturer as Prime Contractor with an installation Contractor as their subcontractor or a Contractor that purchases the membrane from a manufacturer.
 - 2) Provide a written **Scope Summary** for the Project clearly indicating the new system must fit within the structural, equipment, piping, electrical, and instrumentation and control constraints of the existing Digester Building structure and must meet or exceed the current gas extraction capacity.
 - 3) Drawings:
 - Develop a **Site Layout Drawing** noting the locations of the digesters and supporting equipment. Utilize available facility drawings, field survey data from the City, field visit observations, and discussions with City to prepare a site layout drawing for Project facilities based on the existing membrane cover manufacturer.
 - Provide an existing **Record Drawing(s)** of the forty-five foot diameter Digester No. 1 with Sufficient structural details of the tank to allow alternate cover manufacturers to determine if and how they would attach their cover, including:
 - ⇒ A typical cross-section of digester.
 - ⇒ Current typical digester cover attachment and sealing details.
 - ⇒ A plan and elevation view of the air fan system.
 - Create an existing **Record P&ID** drawing(s) that accurately replicates the existing system and includes both digesters.
 - 4) Develop Simplified **Project Specifications**:
 - **Front end bidding and contract documents** will be prepared using applicable

Engineers Joint Contract Documents Committee (EJCDC) documents for Division 0. The front end documents shall also include all required SRF documents except the federal wage scale.

- Prepare a single concise performance and materials Technical Specification for the cover and the air fans indicating what is required to meet or exceed the performance and longevity of the existing equipment. Performance and material requirements will be listed that allow alternate membrane cover manufacturers to bid on the project.
 - Prepare a Bid Form that will request the following:
 - ⇒ A Submittal package requiring data on all materials and equipment. Contractors and manufacturers will also be required to state in writing any and all deviations from the drawings and/or specifications.
 - ⇒ Two unit prices are to be requested. The dual membrane cover, air fans, hoses, cables, etc. cost will be one listed unit price. The other unit price is to be for all labor and construction equipment charges for the removal & installation services by the Contractor. Remaining SRF loan funds can only be used to pay for the membrane cover and furnished equipment costs. Per SRF policy, all installation costs must be paid for by the City with local funds.
 - ⇒ Special warranty requirements that are not addressed in the General or Supplementary Conditions.
 - ⇒ A Proposed Project Schedule.
- 5) The existing digester cover and air fan submittal will be utilized by Consultant to prepare the drawings and specifications for bidding.
- c) The Consultant will identify three (3) viable dual membrane cover manufacturers to include as bidders and/or subcontractors for the project. The membrane cover manufactures may include:
- 1) Evoqua
 - 2) WesTech
 - 3) Industrial & Environmental Concepts, Inc.
- d) Design Review Package (95%):
- 1) Consultant is to perform an internal quality control review of the Bid Package.
 - 2) Owner Review - Submit a PDF copy of the Bid Package (via. Bluebeam Review Session) to the City for Technical and Legal review.
 - 3) Conduct a Bid Package review workshop (in-person) with the City's representatives to present the Bid Package and go through the City's comments. The Consultant will document notes and decisions made in the Review Workshop directly in the Bluebeam session.
- e) Final Bid Package:
- 1) Incorporate review comments received from the 95% Review Workshop to finalize the Bid Package.
 - 2) Prepare an opinion of the probable construction cost based on the prepared final bid package.
 - 3) Perform an internal quality control review of the final Bid Package after incorporating 95% Review Workshop comments.
 - 4) Submit the Bid Package documents and opinion of the probable construction cost to Indiana SRF in order to obtain authorization to advertise for bids. The documents in the submittal to Indiana SRF will be signed and sealed by registered Professional Engineers in the State of Indiana.
 - 5) Incorporate comments received from the Indiana SRF to finalize the Bid Package for bidding. The final documents for bidding will be signed and sealed by registered

Professional Engineers in the State of Indiana. Documents for bidding purposes will be electronically distributed.

Item No. 3D – Bidding Services for Anaerobic Digester No. 1 Dual Membrane Cover Replacement

1. After receiving approval from the Indiana SRF to advertise for bids, prepare a Notice to Bidders and submit it to the City to publish twice in a local newspaper at least 7 days apart. The cost of publication will be paid by the City.
2. A website-based document distribution service will be utilized to distribute bidding documents and addendums in digital format. This website service will be utilized to post the notice to bidders and the bid amounts for the received bids. Provide up to four (4) printed sets and a PDF electronic copy of the final design construction drawings (half-size) and the Project Manual to the City for display to potential bidders (one copy) and for the City's reference (up to three copies).
3. Conduct a mandatory pre-bid conference at the WWTP Site to describe Project work and answer prospective bidder questions. Prepare and issue meeting minutes to the City and prospective bidders.
4. Prepare addenda as appropriate to interpret, clarify or expand the bidding documents and issue the addenda to prospective bidders.
5. Consult with City concerning the acceptability of substitute materials and equipment proposed by contractors prior to the award of a contract.
6. Prepare a bid tabulation analysis of bids and prepare recommendations for contract award to review with the City.
7. Evaluate Bids from manufacturers other than Evoqua for their ability to provide products that meet or exceed the performance and quality of the existing Evoqua system.
8. If the City adopts the contract award resolution, prepare and assist the City in submitting post bid documentation to the Indiana SRF in order to get approval from SRF for the City to award a construction contract.
9. Assist the City to provide information requested by the Indiana SRF.
10. After SRF approves the post bid documentation and authorizes award of a construction contract, then prepare a notice of award to be sent to the selected construction contractor along with the construction contract. Assist the City in preparing the construction contract and advise the City on the acceptability of subcontractors and material suppliers proposed by the Contractor.

Item No. 4D - Construction Phase Consultant Services for Anaerobic Digester No. 1 Dual Membrane Cover Replacement

4.2. *Revised PER Amendment.* In addition to preparing a PER Amendment to keep only Projects A and C in the SRF loan and to delete the addition to the Maintenance Building at the WWTP site, add replacement of the membrane cover and restraining cables for Anaerobic Digester No. 1, replacement of original air fans No. 1 and 3 or installing two new air fans for an alternate cover manufacturer plus replacing balancing and isolation discharge valves for each fan, two flexible air hoses with stainless steel clamps, and one gas takeoff hose with stainless steel clamps for the digester cover system as recommended by the Digester Cover Manufacturer. In addition, the digester cover work is to include removal and replacement of loose anchor bolts, clamp bars, and seals for the existing 65' diameter EVOQUA Dystor cover that is to remain for Anaerobic Digester No. 2. This work will also include cleaning and patching with grout the existing loose anchor bolt holes.

4.27. *Digester Cover Replacement Conformed Construction Documents.* Compile for delivery to the

City and Contractor conformed for construction documents including relevant portions of issued addenda. Furnish up to two (2) copies of the project manual and ½ size drawings to the Owner plus a portable document format (PDF) copy and furnish up to three (3) copies of the project manual and ½ size drawings to the Contractor plus a PDF copy. One of the drawing sets furnished to the Contractor is to be annotated with record document information. If requested by Contractor, one set of drawings in AutoCAD electronic format will be provided to the Contractor. Electronic files will be delivered upon receipt of a signed disclaimer form by the Contractor and includes a signed City release.

4.28. *Digester Cover Replacement Preconstruction Conference and Progress Meetings.* Attend and conduct a meeting with City, Contractor, and Digester Cover Manufacturer to review the Digester Cover replacement work prior to commencement of work at the Project site and attend up to two construction progress meetings during installation of the replacement Digester No. 1 cover, air fan equipment, and air and gas hoses when installation work is progressing on the WWTP site. Consultant is to prepare an agenda and minutes for the preconstruction conference meeting and distribute them to the City and Digester Cover Contractor. The Consultant will also prepare and distribute all progress meeting agendas and minutes.

4.29. *Digester Cover Replacement Visits to Site and Observation of Installation Work.* Perform the following services in connection with observations of Digester Cover Contractor's work in progress:

4.29.1. Make visits to the Project Site on days of construction progress meetings or to review the work in progress (up to 2 total visits) in order to observe as an experienced and qualified design/construction professional the progress and quality of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Digester Cover Contractor's work in progress or to involve detailed inspections of work in progress beyond the responsibilities specifically assigned to Consultant in this Agreement and the City's Agreement with the Digester Cover Contractor, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will determine in general if Digester Cover Contractor's work is proceeding in accordance with the City's Agreement with the Contractor, and Consultant shall keep City informed of the progress of the Work.

4.29.2. The purpose of Consultant's visits at the project site will be to enable the Consultant to better carry out the duties and responsibilities assigned to and undertaken by the Consultant during the digester cover removal and installation; and in addition, by the exercise of Consultant's efforts as an experienced and qualified design/construction professional, to provide for City a greater degree of confidence that the completed Work will conform in general to the City's Agreement with the Digester Cover Contractor and that the integrity of the design concept of the Project as a functioning whole has been implemented and preserved by the Digester Cover Contractor. Consultant shall not, during such visits or as a result of such observations of Digester Cover Contractor's work in progress, supervise, direct, or have control over Digester Cover Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by Digester Cover Contractor, for safety precautions and programs incident to work, or for

any failure of Digester Cover Contractor to comply with Laws and Regulations applicable to it furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of Digester Cover Contractor nor assumes responsibility for Digester Cover Contractor's failure to furnish and perform its work in accordance with its agreement with the City.

- 4.30. *Digester Cover Replacement Defective Work.* Recommend to the City that Digester Cover Contractor's work be disapproved and rejected while it is in progress, if on the basis of such observations, Consultant believes that such work will not produce a completed project that conforms generally to the City's Agreement with the Digester Cover Contractor or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole.
- 4.31. *Digester Cover Replacement Clarifications and Interpretations; Request for Information; and Field Orders.* Issue necessary clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Digester Cover Contractor's work. Consultant may issue Field Orders authorizing minor variations from the requirements of the City's Agreement with the Digester Cover Contractor.
- 4.32. *Digester Cover Replacement Change Orders, Work Change Directives, and Request for Proposals.* Prepare Change Orders, Work Change Directives, and Requests for Proposals and recommend Change Orders and Work Change Directives to City for approval by City as required. In addition, Consultant shall prepare all documentation that appropriate governmental authorities having jurisdiction over the project may require for review and approval of the Change Orders.
- 4.33. *Digester Cover Replacement Shop Drawings.* Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data that the Digester Cover Contractor is required to submit for replacement of the existing Anaerobic Digester Cover No. 1 based on work items selected to be included the Digester Cover Replacement Project, but only for conformance with the selected replacement work items and compatibility with the design concept of completed project as a functioning whole. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.
- 4.34. *Digester Cover Manufacturer O&M Manuals.* Review submitted manufacturer O&M manuals for compliance with selected work scope for digester cover replacement. After the O&M manuals are determined to be acceptable, they will be transmitted to the City (one hard copy and one electronic copy).
- 4.35. *Digester Cover Replacement Applications for Payment.* Based on Consultant's observations as an experienced and qualified design professional and on review of applications for payment and accompanying supporting documentation from Digester Cover Contractor, Consultant shall:

4.35.1. Determine the amounts that Consultant recommends that Digester Cover Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to the City, based on such observations and review to the best of Consultant's knowledge, information and belief, that Digester Cover Contractor's work has progressed to the point indicated, the quality of such work is generally in accordance with the City's Agreement with the Digester Cover Contractor (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the City's Agreement with the Digester Cover Contractor and to any other qualifications stated in the recommendation), and the conditions precedent to Digester Cover Contractor being entitled to such payment appear to have been fulfilled in so far as it is Consultant's responsibility to observe Contractor's work. In the case of unit price work, Consultant's recommendations of payment will be based upon final determinations of quantities and classifications of Contractor's work (subject to any subsequent adjustments allowed by the Agreement) measured and recorded by the City.

4.35.2. By recommending any payment, Consultant shall not thereby be deemed to have represented that observations made by Consultant to check the quality or quantity of Digester Cover Contractor's work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the work beyond the responsibilities specifically assigned to Consultant in this Agreement and the City's Agreement with the Digester Cover Contractor. Neither Consultant's review of Contractor's work for the purposes of recommending payments nor Consultant's recommendation of any payment including final payment will impose on Consultant responsibility to supervise, direct, or control Contractor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the work. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or to determine that title to any portion of the work in progress, materials, or equipment has passed to the City free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between the City and Contractor that might affect the amount that should be paid. Prior to recommending payment requests from Contractor to the City for payment, the Consultant shall require lien waivers from prior payment applications if applicable from Contractor.

4.36. *Instrumentation and Control (I&C) Verification Services for Digester Cover Replacement.* No additional I&C verification services for the Digester No. 1 cover and air system fan replacement are included in this Agreement Amendment. If it is found to be necessary to replace the existing programmable logic controller, if an alternate manufacturer furnishes the replacement cover system, or any other portion of the existing digester cover control system during replacement of the Digester No. 1 cover, then I&C verification services for input/output connections is to be

performed as a task order under the Consultant's February 8, 2024 Agreement for Professional Engineering On- Call Consulting Services for the City of Goshen Wastewater Collection and Treatment System.

4.37. *Digester Cover Contractor's Completion Documents.*

4.37.1. Receive and review maintenance and operating instructions, schedules, and guarantees.

4.37.2. Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the City's Agreement with the Digester Cover Contractor, certificates of inspection, tests and approvals, Shop Drawings, Samples, O&M manuals and the annotated record documents, which are to be assembled by Contractor in accordance with the City's Agreement with the Digester Cover Contractor to obtain final payment.

4.37.3. Consultant shall transmit these documents to City.

4.38. *Startup Assistance.* Provide assistance to the City if needed during the startup of the replaced Digester No. 1 cover system by the Manufacturer and Contractor.

4.39. *Digester Cover Replacement Substantial Completion.* Promptly after notice from Digester Cover Contractor that the Contractor considers the entire Work for Digester No. 1 is ready for its intended use, in company with City, Manufacturer and Contractor, conduct an inspection to determine if the Work is Substantially Complete. Consultant shall prepare a list of any observed deficiencies during the inspection. At the direction of the City, Consultant shall prepare and deliver a certificate of Substantial Completion to City and the Contractor.

4.40. *Digester Cover Replacement Final Notice of Acceptability of the Work.* Conduct a final inspection to determine if the completed Work of Digester Cover Contractor is acceptable so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is acceptable to the best of Consultant's knowledge, information, and belief based on the extent of the services provided by Consultant under its Agreement with the City.

4.41. *Digester Cover Replacement Project Certification.* Submit Record Drawings from Digester Cover Contractor and Substantial Completion Certification to the Indiana Department of Environmental Management (IDEM) along with any other backup project completion documents as may be required by IDEM and/or Indiana SRF.

4.42. *Digester Cover Replacement Limitation of Responsibilities.* Consultant shall not be responsible for the acts or omissions of Digester Cover Contractor, or of any of its subcontractors, suppliers, or of any other individual or entity performing or furnishing any of the Work. Consultant shall not be responsible for failure of Contractor to perform or furnish the Work in accordance with the City's Agreement with the Digester Cover Contractor.

Item No. 5 - Construction Phase Resident Project Representative (RPR) Services for WWTP Improvements – Project A

5.6. No RPR services are being provided for the Digester Cover Replacement Project.

Item No. 6 – Application Engineering Services for WWTP Digester No. 1 Cover Replacement.

6.4. *Digester System SCADA Upgrades.* This Agreement Amendment does not include any application engineering services to incorporate any instrumentation and control system revisions for the Digester Cover No. 1 replacement into the WWTP SCADA system. If it is found to be necessary to replace the existing programmable logic controller or any other portion of the digester cover control system during replacement of the Digester No. 1 cover or to install a new control system by a dual membrane cover manufacturer other than the existing membrane cover manufacturer, then any necessary application engineering services are to be performed as a task order under the Consultant’s February 8, 2024 Agreement for Professional Engineering On-Call Consulting Services for the City of Goshen Wastewater Collection and Treatment System.

Item No. 7 - Scope of Services Conditions

- 7.5. Consultant will not be preparing specifications and drawings to bid Anaerobic Digester No. 1 cleaning. Digester cover replacement work is to be based on work items selected to be included in the digester cover replacement proposal bid documents. Other improvements to the digesters will be coordinated and contracted for by the City.
- 7.6. The City will directly contract with a contractor it selects, as needed, to clean out the sludge and grit contents of Anaerobic Digester No. 1, prior to the start of membrane cover removal and installation work. The City shall also directly contract with a contractor to remove and repair failed masonry and/or structural concrete on Anaerobic Digester No. 1, and to make other desired improvements to Anaerobic Digester No. 1, which may include, but is not limited to, installing insulation with a protective exterior metal siding cover over the insulation where the failed masonry is removed.
- 7.7. The City will fill the Anaerobic Digester Tank No. 1 with water if requested by the Contractor prior to or after installation of new membrane cover.
- 7.8. The scope of services and proposed fee in this agreement amendment does not include performing any structural, electrical, HVAC, or instrument and control engineering services because the design drawings and specification will be based on replacing the existing Anaerobic Digester No. 1 membrane cover and air fan equipment in kind.
- 7.9. No construction permit application will need to be submitted to IDEM for replacement of the Digester No. 1 membrane cover and air fans.

TERM

Digester Cover Replacement Services

- 6. The schedule for the Digester No. 1 Cover Replacement Project shall be revised as follows:
 - 6.4. This Amendment shall become effective on the day of execution and approval by both parties.
 - 6.5. The deliverables schedule for the Digester Cover Replacement Design is as follows:

- 6.5.1. Process Design and Bid Document 95% Review Package submittal to City: Within 84 calendar days of receipt of notice to proceed for design of these facilities.
- 6.5.2. Final Bid Package submittal to Indiana SRF: Within 28 calendar days of completing the 95% Review Workshop with the City.
- 6.6. Shop drawing and O&M manual submittals shall be reviewed and approved or other appropriate action taken in respect to shop drawings, samples, O&M manual, and other data that the Digester Cover Contractor submits to Consultant. Consultant's review of each submittal shall be completed within 14 calendar days of award of a construction contract by the City or within 14 days of receiving a submittal made after award of a construction contract.
- 6.7. Overall construction substantial completion shall be within 70 calendar days of the start of digester cover removal field work by the Contractor. The digester cover and removal work shall not begin until after the City has cleaned all sludge and grit contents from Anaerobic Digester No. 1.
- 6.8. Readiness for final payment to Manufacturer/Installer shall be within 45 calendar days of issuance of a substantial completion certificate.

COMPENSATION TO CONSULTANT


Compensation for the additional scope of services set forth set forth in this Amendment shall be increased by **\$85,500**. This results in the total Agreement amount increasing from a not to exceed amount of \$3,444,576.00 as per Agreement Amendment No. 4 to a not to exceed amount of **\$3,530,076**.

**APPROVED FOR CITY
BOARD OF PUBLIC WORKS AND SAFETY**

By: _____
Gina Leichty, Mayor

Date: _____

APPROVED FOR CONSULTANT

By:  _____
Jeremy Roschyk, PE, Vice President

Date: October 4, 2024



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

October 25, 2024

To: Board of Public Works and Safety

From: Don Shuler, Assistant City Attorney

Subject: 425 N. 9th Street – Review of Continuous Enforcement Order

On March 28, 2024, the Board issued the attached Record of Action and Continuous Enforcement Order for the property at 425 N. 9th Street, Goshen, Indiana. The Board's Order found the building at the property to be an unsafe building warranting of demolition, but that it could be repaired. Thus, the Board provided an opportunity for repair, permitting ninety (90) days to complete repairs necessary to address all violations at the property.

That Order was reviewed on July 25, 2024; following the presentation of information and evidence, the Board tabled the matter until October 31, 2024 for further review. A copy of that Order is also attached.

The Board has continuing jurisdiction over the enforcement of its Order. Therefore, the Board should receive any additional information and evidence concerning the property and its status. At the conclusion of the hearing, the Board may do any of the following actions:

1. Continue the matter for further review at a future date.
2. Modify the Order in any of the following ways:
 - a. Provide additional time to make repairs
 - b. Order demolition of the unsafe building
 - c. Find completion of repairs and rescind the Order
3. Upon a finding of willful failure to comply, impose a civil penalty up to \$5,000.
 - a. The effective date of the civil penalty may be postponed for a reasonable period to permit repairs to be made.

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
RECORD OF ACTION AND CONTINUOUS ENFORCEMENT ORDER**

March 28, 2024

To: Christopher D. Jones
425 North 9th Street
Goshen, Indiana 46528

IN RE: Violation of Goshen City Code

Property located at: 425 North 9th Street, Goshen, Indiana

Property Tax Code: 20-11-10-105-025.000-015

Property Legal Description: see Attached Exhibit A

Property owner(s) of record: Christopher D. Jones

Substantial property of interest of record:

Rebecca Curtis, Unknown Heirs and Devisees

Donald R. Curtis, Unknown Heirs and Devisees

Donna J. Veitenheimer, Unknown Heirs and Devisees

Section 1. Background

The Order of the City of Goshen Building Commissioner dated April 13, 2023 (hereinafter "Order") concerning the real estate located at 425 North 9th Street, Goshen, Indiana and more particularly described in Exhibit A (hereinafter the "Real Estate") came before the Hearing Authority on February 29, 2024, for a hearing and decision as to whether the Order should be affirmed, rescinded, or modified, said Order requiring:

Demolition of the unsafe buildings at the Real Estate and removal of all demolition remains, trash, and debris on the Real Estate and return the site to natural grade, all of said work to be completed on or before May 19, 2023.

The following specific violations of Goshen City Code Title 6, Article 3, Chapter 1 were identified in the Order:

1. The extensive damage from the fire has resulted in compromising the structure's integrity due to damaged rafters, floors, ceilings, and walls; there are no proper ceilings or floors throughout the structure; more than half the load bearing walls have been compromised by the fire; there is no fire separation between floors; and the structure has exposed wiring, space heaters, and lacks gas connection, rendering it a fire hazard; all of which constitute violations of §§ 6.3.1.1(b), (p), (r), (u), (w), and (x).
2. The roof assembly has been compromised from the fire damage; there are signs of deterioration, missing shingles, and a possible hole; the roof decking has been damaged by the fire and requires replacement; all of which are violations of §§ 6.3.1.1(c) and (t).
3. There is no working plumbing system at the structure, a violation of § 6.3.1.1(a).
4. There are fire damaged and exposed wires throughout the structure, and the electrical panel was installed without a permit or by a licensed electrician, a violation of § 6.3.1.1(a).
5. There are cracked and broken windows, a violation of § 6.3.1.1(d).
6. There are broken and missing doors, a violation of § 6.3.1.1(d).

The Order of the Building Commissioner also noted the structure was filled with trash, debris, materials, and other materials, and generally had not been kept in a clean and sanitary condition that would permit human habitation, occupancy, or use under City Code.

The Order was to be reviewed before the Hearing Authority on June 12, 2023. At that hearing, the City of Goshen Building Department presented to the Hearing Authority an agreed upon timeline for repairs to be made to the structure on the property. That timeline was as follows:

- June 26, 2023 – most if not all framing complete
- July 11, 2023 – complete all framing, plumbing complete, gas service and water turned on
- August 1, 2023 – Electrical wiring complete
- August 15, 2023 – Insulation
- October 1, 2023 – Remodel complete and final inspection done

The Hearing Authority tabled the review hearing pending this Agreement. On January 10, 2024, a Notice of Schedule Hearing was sent to the property owner and published in the Goshen News, advising that the Hearing Authority would review the Order of the City of Goshen Building Commissioner on February 29, 2024.

A hearing was held on February 29, 2024 where evidence was presented and arguments heard. Following the hearing, the Board tabled further review until March 28, 2024, on the following conditions and/or requirements from the Christopher Jones:

- (1) That Mr. Jones or his attorney provide a written summary of the current status of his litigation and collection efforts in Cause No. 20D05-2012-PL-238. This summary was to include a summary of the collection efforts to date, a reasonable time table for collection, and a statement as to the reasonable likelihood of success of collection.
- (2) That Mr. Jones maintain the exterior of the property at 425 N. 9th Street, to include cleaning up the yard in compliance with City of Goshen ordinances. Specifically, this was to include removal of accumulated materials outside the structure, such as lumber, appliances, cars, doors, books, tires, air conditioning parts, and other materials.
- (3) The Goshen Building Department be permitted to inspect the structure on the property prior to the March 28, 2024 hearing.
- (4) Mr. Jones to appear at the March 28, 2024 hearing with his attorney or other representative.

The City of Goshen Legal Department sent a letter to Mr. Jones on March 1, 2024, via regular and certified mail, with these requirements.

Section 2. Findings

A hearing was held on February 29, 2024, and a continued hearing on March 28, 2024 where evidence was presented and arguments heard. The Board of Public Works and Safety, as the City of Goshen's Unsafe Building Hearing Authority, being duly advised in the premises, now makes the following findings and determinations:

A. Service of Process

- Proper notice of the Order, was given to all persons with a substantial property interest in the Real Estate. Notice was sent Certified Mail, return receipt requested, and regular mail, and proof of service is established by the Certificate of Issuance of Building Commissioner Order, provided to the Hearing Authority at its February 29, 2024 hearing.

B. Building Conditions / Violations

- The Hearing Authority finds the evidence presented supports the facts contained in the order of the City of Goshen Building Commissioner, dated April 13, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of Goshen City Code, and therefore adopts the same as its findings.
- The Hearing Authority finds the evidence presented partially supports the facts contained in the Order of the City of Goshen Building Commissioner, dated April, 13, 2023, as to the condition of the structure at the Real Estate and the corresponding violations of

Goshen City Code, and therefore adopts the same as its findings, with the following modifications and/or revisions:

- The Hearing Authority finds the evidence presented does not support the facts contained in the Order of the City of Goshen Building Commissioner, dated April 13, 2023, and therefore makes the following factual findings concerning the condition of the structure at the Real Estate:

C. Unsafe Building

These conditions render the residential structure at the Real Estate unsafe buildings as the structure is:

1. In an impaired structural condition that makes it unsafe to person or property;
2. A fire hazard;
3. A hazard to public health;
4. A public nuisance;
5. Dangerous to person or property because of a violation of a statute or ordinance concerning building condition or maintenance;
6. Vacant or blighted and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or an ordinance.

D. Remedial Action.

In addition, the general condition of the unsafe buildings at the Real Estate, based on the above findings from the evidence presented to the Hearing Authority:

1. Warrant demolition of the unsafe buildings. In its present condition, the unsafe building at the Real Estate is unfit for human habitation, occupancy, or use, and conditions exist to the extent that life, property, and safety of the public is threatened.
2. Cannot be repaired cost effectively and/or the property owner(s) of record and/or substantial property interest(s) of record have failed to demonstrate a willingness or intention to repair the unsafe buildings, therefore the option of repair will not effectively correct the conditions considered to be a danger to the public.
3. Can be repaired cost effectively and the property owner(s) or record and/or the substantial property interest(s) of record have demonstrated a willingness or intention to repair the unsafe buildings, therefore the option of repair may effectively correct the conditions considered to be a danger to the public.

Section 3. Hearing Authority Order.

A. Action on Building Commissioner Order

Based on these findings, the Hearing Authority now ORDERS that the Order is

- Affirmed. The Unsafe Buildings at the Real Estate is ordered to be demolished within thirty (30) days.
- Rescinded
- Modified as follows:

The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, finds it appropriate to permit the opportunity for repairs to the Unsafe Buildings at the Real Estate and therefore gives the property owner, Christopher D. Jones, 90 days to complete repairs necessary to address all violations listed in the Order, with this matter set for further review by the Hearing Authority at its July 25, 2024 meeting.

The Hearing Authority, finding that the Unsafe Building at the Real Estate may be repaired, directs the City of Goshen Legal Department to pursue civil action against the property owner pursuant to I.C. § 36-7-9-17 to seek appropriate remedies, specifically including civil penalties (I.C. § 36-7-9-19), the appointment of a receiver (I.C. § 36-7-9-20), and/or court order for performance of repair work (I.C. § 36-7-9-21).

B. Civil Penalty

The City of Goshen Board of Public Works and Safety further ORDERS:

- The Hearing Authority also finds that there has been a willful failure to comply with the Order, based on the following facts:

and therefore now orders a civil penalty against the property owner, Christopher D. Jones, in the amount of: _____.

- The payment of said civil penalty is due in full on or before _____;
- The effective date of said civil penalty is postponed until _____, to allow all work necessary to comply with the Order to be completed;
- No findings or order for civil penalty at this time.

You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit or Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified time, then your right to appeal will be forfeited.

I.C. § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the Building and/or the Real Estate affected by this Continuous Enforcement Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) business days after transferring that interest or agreeing to transfer a substantial property interest in the Building and/or the Real Estate, you must supply City of Goshen Building Commissioner Myron Grise with the full name, address, and telephone number of the other person taking a substantial property interest in the Building and/or the Real Estate, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Suite 5, Goshen, Indiana 46528, or you may contact him at 574-534-1811. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This CONTINUOUS ENFORCEMENT ORDER of the City of Goshen Board of Public Works and Safety is issued on March 28, 2024.

City of Goshen Board of Public Work and Safety

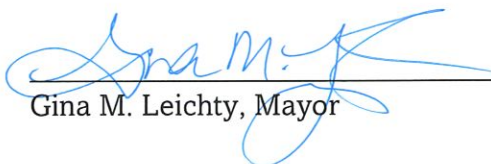
By: 
Gina M. Leichty, Mayor

EXHIBIT A

Lot Number Thirty-seven (37) and Thirty-eight (38) in Wilson and Hawks Addition to the City of Goshen.

Certificate of Service

The undersigned hereby certifies that the foregoing Record of Action and Continuous Enforcement Order of the City of Goshen Board of Public Works and Safety dated March 28, 2024, for the premises at 425 North 9th Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested, and by regular first-class mail to the last known address of the following persons to be notified on April 1, 2024:

Christopher D. Jones
425 North 9th Street
Goshen, Indiana 46528

Gloria Hernandez
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Bodie J. Stegelmann).

**CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
UNSAFE BUILDING HEARING AUTHORITY
TABLING ORDER**

July 25, 2024

IN RE: Violation of Goshen City Code

Property Owner(s) of record: Christopher D. Jones

Substantial property interest of record:

Rebecca Curtis, Unknown Heirs and Devisees

Donald R. Curtis, Unknown Heirs and Devisees

Donna J. Veitenheimer, Unknown Heirs and Devisees

Property located at: 425 North 9th Street, Goshen, Indiana

Property Tax Code: 20-11-10-105-025.000-015

Property Legal Description:

Lot Number Thirty-seven (37) and Thirty-eight (38) in Wilson and
Hawks Addition to the City of Goshen.

The Order of the City of Goshen Building Commissioner dated April 13, 2023, and the Hearing Authority Record of Action and Continuous Enforcement Order dated March 28, 2024 (hereinafter collectively, the "Order"), all came before the Hearing Authority on July 25, 2024, for a hearing and a decision as to whether or not the Order should be affirmed, rescinded, or modified, all in accordance with the provisions of the Indiana Unsafe Building Law and the City of Goshen Neighborhood Preservation Ordinance.

The Hearing Authority received testimony and evidence from the City of Goshen Building Department, through Travis Eash, that the property owner has made strides in maintaining the exterior of the property and otherwise bringing the exterior of the property into compliance with City Ordinances, but that the property remains unsafe. The Hearing Authority also received testimony and evidence from the property owner, Christopher Jones, and his attorney, Donald Berger, concerning the timing of filing a quiet title action per the Hearing Authority's prior request to obtain clean title, as well as efforts in a collection case in which Mr. Jones has a judgment.

The Hearing Authority now ORDERS that this matter, specifically whether the Order should be affirmed, rescinded, or further modified, is tabled and continued to **October 31, 2024 at 4:00 p.m. (local time)**, or as soon thereafter as this matter may be heard, in the Court Room / Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

SO ORDERED on July 25, 2024, and signed this July 29, 2024.

City of Goshen Board of Public Work and Safety

By:



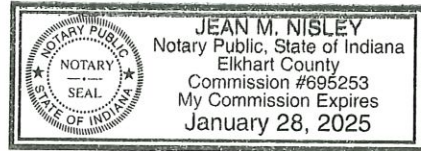
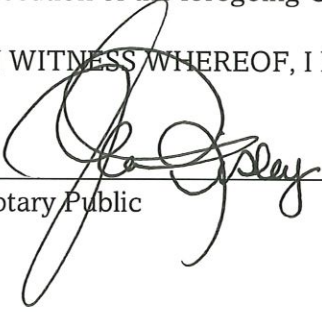
Gina M. Leichty, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me the undersigned, a Notary Public in and for said County and State, personally appeared the City of Goshen Board of Public Works and Safety by Gina M. Leichty, Mayor, and acknowledged execution of the foregoing Order on July 29, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



Certificate of Service

The undersigned hereby certifies that the foregoing Tabling Order of the City of Goshen Board of Public Works and Safety dated July 25, 2024, for the premises at 425 North 9th Street, Goshen, Indiana, was served by sending a copy by regular first-class mail to the last known address of the following persons to be notified on July 30, 2024:

Christopher D. Jones
425 North 9th Street
Goshen, Indiana 46528

Donald J. Berger
Attorney at Law
110 S. Taylor Street
South Bend, Indiana 46601
djberger1@aol.com



Gloria Hernandez
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, Ph: 574.537.3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document unless required by law (Bodie J. Stegelmann).