



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., February 14, 2022

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: Feb. 7, 2022

Approval of Agenda

- 1)** Police Department: Conditional offer of employment to Maxwell Jacob Harmon
- 2)** Requested action on Goshen Water & Sewer unpaid final accounts (Kelly Saenz)
- 3)** Agreement with M & M Protection & Security for alarm system equipment & monitoring
- 4)** Agreement with Newbury Square Construction, LLC for the installation of a steel roof
- 5)** Resolution 2022-07: Approving City of Goshen Policies and Repealing Various Policies

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE Feb. 7, 2022 REGULAR MEETING

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

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

Absent: None

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2 p.m.

REVIEW/APPROVE MINUTES: Minutes of the Jan. 31, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the agenda. Board member Swartley moved to approve the agenda as submitted. Board member Riouse seconded the motion. Motion passed 5-0.

1) Fire Department: Conditional Offer of Employment to Andrew T LoPresti

Shannon Marks, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to Andrew T. LoPresti as a probationary firefighter and to approve and authorize the Mayor to execute a Conditional Offer of Employment with LoPresti. Marks said the agreement sets forth the conditions that LoPresti must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires him to successfully complete all training requirements once employed and serve as an active paramedic. Because LoPresti is currently a certified paramedic, the agreement also provides for a payment of a \$7,500 hiring bonus payable in equal amounts over LoPresti's first three (3) years of employment with City. The Fire Department will request that the Board confirm an offer of employment when a position opening becomes available.

Swartley/Riouse moved to extend a conditional offer of employment to Andrew T LoPresti as a probationary firefighter and to approve and authorize the Mayor to execute a Conditional Offer of Employment with LoPresti, which includes the payment of a paramedic hiring bonus. Motion passed 5-0.

2) Request by Clerk-Treasurer's Office and Utilities Office to void outstanding warrants

Deputy Clerk-Treasurer Jeffery Weaver asked the Board to allow the Clerk-Treasurer's Office and Utilities Office to void \$1,793.86 in outstanding warrants dated on or before Dec. 31, 2019. Attached to the agenda packets were lists of outstanding warrants from the Clerk-Treasurer's Office and the Utilities Office that were dated on or before Dec. 31, 2019. Pursuant to IC 5-11-10.5-3 through 5, Weaver requested permission to void the attached warrants and record receipts back into the funds from which they were drawn. Schedule A reflected the Utilities Accounts Payable through Dec. 31, 2019, totaling \$363.88. Schedule B reflected the City Accounts Payable through Dec. 31, 2019, totaling \$1,429.98.

Swartley/Riouse moved to allow the Clerk-Treasurer's Office and the Utilities Office to void \$1,793.86 in outstanding warrants dated on or before Dec. 31, 2019. Motion passed 5-0.



3) Resolution 2022-08: Interlocal Agreement with Elkhart County for Animal Control Services

Shannon Marks, a paralegal with the City Legal Department, asked the Board to adopt Resolution 2022-08, Interlocal Agreement with Elkhart County for Animal Control Services. Marks said the County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2022 for certain areas of the county, including the City of Goshen. Under this agreement, the City would contribute \$85,400 to reimburse the County for the cost to provide animal control services within the City of Goshen.

Further background: According to the agreement, the City will pay Elkhart County in two installments – \$42,700 before April 1, 2022 and the same amount by Aug. 1, 2022. Overall, Elkhart County will pay the Humane Society \$220,000 for services in 2022 to the unincorporated areas of the county. In addition, the Humane Society will be paid the following amounts by cities in the county: City of Elkhart, \$139,150; City of Goshen, \$85,400; Town of Bristol, \$4,400; Town of Middlebury, \$5,940; Town of Nappanee, \$11,535; and Town of Wakarusa, \$6,600. The animal shelter is located at 54687 County Road 19 in Bristol.

Swartley/Riouse moved to adopt Resolution 2022-08, Interlocal Agreement with Elkhart County for Animal Control Services and to authorize the Mayor to sign the agreement on behalf of the city. Motion passed 5-0.

4) Agreement with Eyedart Studio, LLC for Goshen Arts Council 2022 Project Management and Web Design Maintenance

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Eyedart Studio, LLC, for Goshen Arts Council 2022 Project Management and Web Design Maintenance. Eyedart Studio, LLC will be paid \$32,000.00 for the services, which will include: Project management for Goshen Arts Council; content management; graphic design; writing and editing; Web design and maintenance; social engagement and email marketing.

Swartley/Riouse moved to approve and execute the agreement with Eyedart Studio, LLC, for Goshen Arts Council 2022 Project Management and Web Design Maintenance. Motion passed 5-0.

5) Agreement with Saulo and Kaitlyn Delgado and Team Construction Co. Inc. for the Completion of the Construction Project at 837 Ridgeview Drive

Goshen Director of Public Works & Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the Agreement with Saulo and Kaitlyn Delgado and Team Construction Company Inc. for the Completion of the Construction Project at 837 Ridgeview Drive. Sailor said the home at 837 Ridgeview Drive has passed its final building inspection and the project is substantially complete except for exterior concrete work, seeding and stabilization, and landscaping requirements, which cannot be completed at this time due to weather conditions. The Stormwater Department has submitted an Agreement for the Completion of the Construction Project. The property owners, Saulo and Kaitlyn Delgado, and the builder, Team Construction, agree to complete all concrete work, plant the required tree, and stabilize the lawn with seed and temporary stabilization measures by June 15, 2022. The expected cost of work is \$5,945 and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Swartley/Riouse moved to approve and authorize the Mayor to execute the Agreement with Saulo and Kaitlyn Delgado and Team Construction Company Inc. for the Completion of the Construction Project at 837 Ridgeview Drive. Motion passed 5-0.



6) Agreement Amendment No. 3 with Donohue and Associates for WWTP Improvements and Rock Run Interceptor Projects (JN: 2019-0025 A &C)

Goshen City Engineer Bryce Gast asked the Board to approve Agreement Amendment No. 3 with Donohue and Associates in the amount of \$119,075 for a new not-to-exceed contract amount of \$3,384,471. Gast said the Wastewater Treatment Project has taken longer than was anticipated and contracted, and the City's onsite construction supervision consultant, Donohue and Associates, has exhausted their project budget. Gast said City staff is having regular discussions with the contractor about their construction progress, but at this time, the City anticipates needing the services of Donohue and Associates through April 15, 2022. To extend Donohue and Associate's contract through this date, the company offered an amended service fee of \$128,869 minus \$9,794 for a total fee of \$119,075. The new not-to-exceed value of Donohue and Associates contract, with approval of this amendment, will be \$3,384,471.

Swartley/Riouse moved to approve Agreement Amendment No. 3 with Donohue and Associates in the amount of \$119,075 for a new not-to-exceed contract amount of \$3,384,471. Motion passed 5-0.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:09 p.m.

7) Request for closure of Wilden Avenue and Greene Road due to an accident

Goshen Street Commissioner David Gibbs told Board members that the Street Department was just informed that there has been a vehicle accident on Wilden Avenue at Greene Road. Gibbs said NIPSCO was requesting the immediate closure of Wilden Avenue, in both east and west directions, and of a portion of Greene Road to make electrical utility repairs. Gibbs said there was no known end time for the repair work.

Stutsman/Swartley moved to allow the immediate closure of Wilden Avenue, in both east and west directions, and of a portion of Greene Road until the work by NIPSCO is completed. Motion passed 5-0.

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

The Mayor adjourned the meeting at 2:11 p.m.

APPROVED

Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, 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

February 14, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to Maxwell Jacob Harmon

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

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer, and requires Maxwell to successfully complete all training requirements once employed.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Maxwell Jacob Harmon as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Maxwell Jacob Harmon.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Maxwell Jacob Harmon** ("Harmon") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

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

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

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

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

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

Maxwell Jacob Harmon

Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana

Date: _____

*****REQUEST*****

DATE: Monday, February 14, 2022

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$18,717.89**
Collection letters were sent out and payments of **\$13,108.16** had been collected.

The uncollected amount equals **\$5,609.73**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, October 18, 2021**

WATER: \$2,486.89

SEWER: \$3,122.84

TOTALS

REPORT TOTAL		\$18,717.89
BPS TOTAL	\$2,459.04	\$16,258.85
COUNTY TOTAL	\$3,114.75	\$13,144.10
W-WRITE OFF	\$27.85	\$13,116.25
S-WRITE OFF	\$8.09	\$13,108.16
PAYMENT TOTAL	\$13,108.16	\$0.00
AGREEMENT TOTAL		



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

February 11, 2022

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement with M & M Protection and Security, Corporation for Alarm System Equipment and Monitoring

Attached for the Board's approval and execution is an agreement with M & M Protection and Security, Corporation for Alarm System Equipment and Monitoring at the Utilities Business Office. M & M Protection and Security, Corporation will be paid \$1,831.67 for the security monitoring equipment and installation and \$44.99 per month for monitoring services.

Suggested Motion:

Approve and execute the agreement with M & M Protection and Security, Corporation for Alarm System Equipment and Monitoring.

AGREEMENT

Alarm System and Monitoring

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **M & M Fire Protection and Security, Corporation** (“Contractor”), whose mailing address is 2020 Elkhart Road, Goshen, Indiana. 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the services and equipment for the alarm package and monitoring, which services and equipment are more particularly described in Contractor’s January 25, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor’s Duties under this agreement include:

(A) Pro Series Alarm Package with Total Connect remote service

1. Pro Series Touchscreen controller and peripheral devices
2. Panic buttons (3)
3. Wireless mini door contact (3)
4. Wireless contact for cash drawers (2)
5. Wireless motion detectors (2)
6. Necessary wire, cable, connectors, and miscellaneous installation hardware.

(B) Installation, programming and testing of the new system

1. Install and terminate controller and peripheral devices
2. System programing as required
3. Setup and configure central station monitoring and Total Connect
4. Test entire system upon completion

(C) Limitations

1. Unforeseen structural obstacles
2. Weak or no cell signal may result in additional cost.

Section 2. Effective Date; Term

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

Contractor shall complete all Duties within 30 calendar days of the date of the notice to proceed.

Section 3. Compensation

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

- 1. All components, installation, programing, training, testing, and labor at \$110.00 per hour at a rate not to exceed..... **\$1,831.67.**
- 2. Monthly monitoring will be billed separately per month not to exceed **\$44.99.**

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 Utilities Business Office
 203 South 5th Street
 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 and equipment provided by Contractor pursuant to this agreement.

Section 6. Warranty

(A) Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.

(B) This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.

(C) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor’s expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.

Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.

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. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 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 work and equipment provided 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. Force Majeure

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

Section 14. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: M & M Fire Protection & Security, Corporation
2020 Elkhart Road
Goshen, IN 46526

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/work. 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 Bind Contractor

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

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

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

M & M Security, Corporation

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

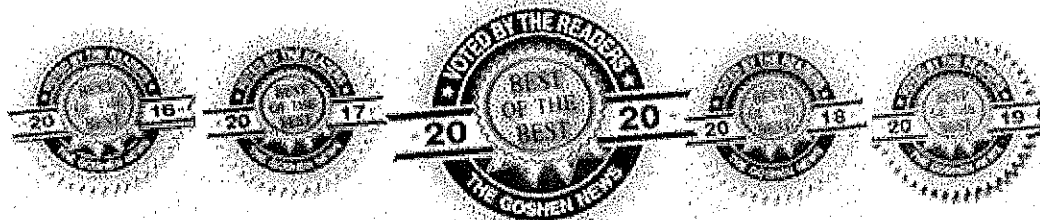
Barb Swartley, Member

Date Signed: _____



Proposal For:

Goshen Water & Sewer
Alarm takeover and upgrade
January 25, 2022



2020 Elkhart Rd.
Goshen, IN 46526
574-533-8111
www.MandMSecurity.com

Locally Owned & Operated

M&M is a locally owned and operated company in Goshen, Indiana. We have been proudly serving both residential and commercial customers in Goshen and surrounding county areas since 1993. References are available upon request.

Security/Burglar Alarm Systems

We feel secure when our homes & businesses are secure. Let us help you ensure the safety and well being of your home, family, and business. Protect what matters most. When you can't be there for them, an M&M security system can.

Internet & Cellular Communications

M&M systems employ internet and/or LTE cellular communications paths to ensure reliable and immediate alarm signal transmission. No more concerns about cut or out of service telephone lines. With cellular communications, it's simple to provide security protection at remote locations like construction trailers, agricultural facilities, and construction sites.

Remote System Access & Reporting

Wireless remote key fobs allow arming and disarming of systems without the need to remember keypad codes. With Honeywell Total Connect Remote Services® complete monitoring and control of your system is available via your smartphone, tablet, or PC. Receive text messages/emails about system events.

Electronic Access Control & Keyless Entry Systems

Keyless entry is a highly effective means of limiting and controlling who comes and goes on your property. No more keys and locks to be changed when employees leave or are terminated. It also can lock and unlock doors at predetermined times of the day or night. You can generate reports as of where and what time your employees accesses different areas of your premises.

Video Surveillance / CCTV

Video systems are useful for keeping track of employees, merchandise, monitoring customers and verifying safety concerns to avoid false litigation claims. Video can be archived for wdays, weeks or even months.

Fire Alarms & Carbon Monoxide Detection

Commercial and residential fire alarms and CO detection systems can save lives and property. When your home or business is vacant, rest easy knowing that the M&M system is standing by to alert fire authorities in the event of trouble. And even if you're present, use those valuable minutes to escape instead of making a phone call - the system will do it for you!

Driveway Alerts

Driveway alert systems can let you know when someone is approaching your property in a vehicle. Be aware of whenever someone is on your property.

Intercom Systems

Intercom systems in your home, apartment, or business allow you to see and communicate with visitors and customers before allowing access. Be sure who it is that you're letting in!

Environmental Alarms

Environmental alarms such as low and high temperature and water detection can prevent frozen pipes and flooded basements. A small investment can save you thousands of dollars!

Fire Extinguisher Inspections

By law, fire extinguishers in businesses need to be checked monthly, inspected annually, tested every six years, and rebuilt every 12 years. Our trained staff can efficiently handle that for you.



Pro Series Security System

Attn: Kelly Saenz
To: Goshen Water & Sewer
PO Box 238
Goshen, IN 46526
Email: jeffhalsey@goshencity.com

Cell Ph:
Ofc. Ph: 574-533-9399
Project: Alarm takeover and upgrade
Address: 203 S 5th St
City: Goshen, IN 46526

Date: 1/25/2022

Project Scope:

Install Pro Series security alarm package system with Total Connect remote services

Qty: Equipment & Hardware

- 1 Pro Series Touchscreen controller with WIFI/LTE communicator, power supply, and stand-by battery
 - 3 Panic buttons
 - 3 Wireless mini door contacts
 - 2 wireless contact for cash drawers
 - 2 Wireless motion detectors
- Necessary wire, cable, connectors, and miscellaneous installation hardware

Installation & Programming

Install and terminate controller and peripheral devices
System programming as required
Setup and configure central station monitoring and Total Connect
Test entire system upon completion

Limitations

Unforeseen structural obstacles may result in additional cost including materials and labor.
Labor will be charged at M&M's standard hourly rate of \$110 per hour.
Weak or no cell signal may result in additional cost

Pricing & Terms

This proposal includes all components, installation, programming, training, testing, and applicable sales tax for the sum of (price valid for 45 days from date of proposal):

Retail Price:	\$1,831.67
---------------	------------

Total:	\$1,831.67
--------	------------

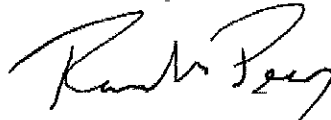
50% down required upon acceptance of proposal. Balance due upon completion of installation.
Monthly monitoring will be billed separately at \$44.99 per month payable quarterly in advance.
A 60 month agreement is required. M&M Fire Protection & Security provides a one year parts and labor warranty.

Further Conditions

Proposal does not include the following unless specified in the above detail: Replacement, repair, or troubleshooting of existing wiring, panels, transmitters, communicators, cameras, batteries, or other system components deemed necessary for the operation or integration of the proposed system. Additional routers, bridges, switches or other equipment necessary to complete connections to networks and internet. Sim cards, repeaters or signal amplifiers or antennas required due to unforeseen low signal strength, environmental and building conditions. Additional parts, wiring and labor required to complete system due to deficiencies in existing system that are unforeseen at the time of this proposal. Additional or substitute parts, wiring and labor required to complete system due to site conditions/preparation not completed as agreed by customer at time of installation. If customer is unable to provide site conditions to complete project within 30 days of commencement of project, portion of work completed in addition to any customized parts ordered on behalf of the customer will be billed within 10 days.

All material is guaranteed to be as specified. All work to be completed in a professional, workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written and signed change orders and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Risk of loss due to theft, damage, mysterious disappearance, and/or other loss occurrence of materials and/or work in progress at the work site shall rest with the Owner. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation.

Sold by:



Acceptance of proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. M&M is authorized to do the work as specified. Payment(s) will be made as outlined above. I have the authority to order the above work and do so order as outlined above. It is agreed that the seller will retain title to any equipment of material furnished until final and completed payment is made, and if settlement is not made as agreed, the seller shall have the right to remove same and the seller will be held harmless for any damages resulting from the removal thereof. "I, the undersigned hereby agree that in the event of default in the payment of any amount due, and if this account is placed in the hands of an agency or attorney for collection or legal action, to pay an additional charge equal to the cost of collection including agency and attorney fees and court costs incurred and permitted by laws governing this transaction." By signing the proposal I agree to provide 50% down payment within 3-business days.

Date Of Acceptance: ___/___/___

Authorized Signature: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Date: February 14, 2022

Subject: Agreement with Newbury Square Construction LLC for the installation of new steel roof

Attached for the Board's approval and execution is an agreement with Newbury Square Construction LLC for the installation of a new steel roof on Hangar A at the Goshen Municipal Airport. Newbury Square Construction LLC will be paid \$35,723.20 for the work and is expected to be completed as soon as possible as weather allows.

Suggested Motion:

Move to approve and execute the agreement with Newbury Square Construction LLC for the installation of a new steel roof on Hangar A at the Goshen Municipal Airport at a cost of \$35,723.20, to be completed as soon as possible as weather allows.

AGREEMENT

Metal Roofing Installation at Goshen Municipal Airport Hangar A

THIS AGREEMENT is entered into on February _____, 2022, which is the last signature date set forth below, by and between **Newbury Square Construction, LLC** (“Contractor”), whose mailing address is P.O. Box 44, Lagrange, Indiana 46761, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to install metal roofing (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include the installation of a new roof, consisting of white A Panel 28 gauge metal roofing, on Hangar A at the Goshen Municipal Airport.

Section 2. Effective Date; Term

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

Section 3. Compensation

City agrees to compensate Contractor the sum of \$35,723.20 for performing all Duties.

Section 4. Payment

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

City of Goshen
c/o Goshen Municipal Airport
17229 C.R. 42
Goshen, IN 46526

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

Section 5. Warranty

- (A) Contractor shall warrant and guarantee all materials, equipment and work to be free from defects for a period of five (5) years after City's acceptance of the Project. Upon discovery of a defect, City shall notify Contractor in writing and Contractor shall repair or replace the defective materials, equipment and/or work at Contractor's expense.
- (B) Contractor shall also provide minimum twenty-five (25) year standard manufacturer's warranty against defective materials and equipment used in the Project, and a forty (40) year paint warranty.

Section 6. Independent Contractor

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

Section 7. Non-Discrimination

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

Section 8. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program.

Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 9. Contracting with Relatives

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

Section 10. No Investment Activities in Iran

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

Section 11. Indemnification

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

Section 12. Insurance

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
 - (1) Workers Compensation and Employer's Liability - Statutory Limits
 - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 13. Force Majeure

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

Section 14. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

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

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

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

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

City of Goshen, Indiana
Board of Public Works and Safety

Newbury Square Construction LLC

Jeremy P. Stutsman, Mayor

By: _____

Michael A. Landis, Member

Printed: _____

Mary Nichols, Member

Title: _____

Barb Swartley, Member

Date Signed: _____

DeWayne, Riouse, Member

Date Signed: _____

NEWBURY SQUARE

◆ *Construction* LLC ◆

PO BOX 44
LAGRANGE, IN 46761
260-336-5379

Customer Name Goshen Municipal Airport Phone _____
Address 17229 CR 42 City Goshen State IN Zip 46526

Job Estimate

overlay roofs on hanger A and B using white A Panel 28 gauge
40 year paint lifetime prime add soffit to help keep birds out

Other _____

Total Job Cost \$ ~~71,446.79~~ ^{# 35,723.20} Date 1-18-22

Newbury Square Construction Guarantee: Labor is guaranteed under normal conditions: ice damming, wind driven rain at very high speeds, copper pipes installed under decking, and other circumstances beyond our control is not covered, under the condition that the roof, roofed by **Newbury Square Construction** is not altered by any other contractor, company or individual. The shingles are guaranteed by the manufacturer.

WE PROPOSE, HEREBY TO FURNISH THE LABOR AND MATERIALS IN COMPLETE ACCORDANCE
50% IS REQUIRED AT THE SIGNING OF CONTRACT, BALANCE IS DUE WHEN JOB IS COMPLETED.

PAYMENT TO BE PAID BY CHECK TO **Newbury Square Construction.**

CONTRACTOR SIGNATURE [Signature]

CUSTOMER AUTHORIZED SIGNATURE [Signature]

Acceptance of this proposal constitutes it to be a contract between yourself and **Newbury Square Construction**. By signing you are authorizing **Newbury Square Construction** to do the work that was specified above. Payments will be made as stated above. You, the customer, by signing are subject to costs that arise in the process to collect any outstanding amount including attorney fees and court costs.



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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: February 14, 2022
Subject: Resolution 2022-07 – Approving City of Goshen Policies and Repealing Various Policies

On January 24, 2022, the Board adopted Resolution 2022-05, which approved certain City of Goshen policies. It was discovered that the committee working on the revision of City policies did not take into consideration a NON-DISCRIMINATION policy adopted April 17, 2017, which addressed the same subjects as the NON-DISCRIMINATION IN EMPLOYMENT policy and the ADA COORDINATOR AND GRIEVANCE PROCEDURES policy adopted as part of Resolution 2022-05. Also subsequent to the adoption of Resolution 2022-05, City staff determined that the best electronic location at which to store City policies is in the Human Resources folder on the City’s computer interdepartmental B: drive, rather than on the City website, which would require a revision of the INTRODUCTION OF POLICIES policy. I have provided a red-line version of INTRODUCTION OF POLICIES to show the revisions.

Suggested Motion:

Move to approve Resolution 2022-07 - Approving City of Goshen Policies and Repealing Various Policies.

INTRODUCTION OF POLICIES

Adopted By: Board of Public Works and Safety

Date Adopted: April 22, 1996

Revised: January 24, 2022; January 30, 2022; February 14, 2022

Employees Affected: All Departments, Offices, and Employees

The City of Goshen Policy Manual is a compilation of personnel and procedural policies that affect all city employees, offices, and departments, unless otherwise specified. This Policy Manual shall be comprehensive in nature, and the policies contained herein shall replace all prior City of Goshen Policies, or portions thereof, that are in conflict. This Policy Manual, however, is not intended to affect provisions of any collective bargaining agreement or policy of the Goshen Police Department or Goshen Fire Department that might conflict with the provisions of the Policies of this Manual, and the provisions of a collective bargaining agreement or policy of the Goshen Police Department or Goshen Fire Department shall supersede any conflicting policy, or portion of policy in this manual for the employees affected.

This Policy Manual is organized in sections with headings to facilitate its usage. Each policy shall include the adopting authority, date of adoption, date of revision (if any), a designation of the employees affected by the policy, and the policy text.

Changing standards will require that policies be adopted, revised, or repealed from time to time. An up-to-date electronic version of each properly adopted policy shall be maintained [in the Human Resources folder](#) on the City's ~~website~~ [computer interdepartmental B: drive](#) accessible to each City employee, and the Policy Manual will be maintained in print version in each City Department. An Employee Handbook summarizing the Policy Manual will be provided to all employees as each employee commences employment with the City. Each employee shall acknowledge their ability to access a physical copy of all policies, the location of policies on the City's ~~website~~ [computer interdepartmental B: drive](#), and their need to monitor policies for subsequent revisions.

A policy affecting all city employees, offices, and departments may be adopted by the Mayor, by the Board of Public Works and Safety, or by the Common Council. The City Court Judge, the Clerk-Treasurer, and City Department heads may adopt policies that affect the operation of each Department, but such policies must first be submitted to the Mayor and Human Resources Manager before they take effect. A proposed policy shall be reviewed by the Legal Department before its introduction.

A policy may be revised or repealed by the authority under which it was adopted. To ensure the prompt revision of the Policy Manual, the elected official, the Clerk of the Board of Public Works and Safety, or the Clerk of the Common Council shall submit a copy of the adopted policy to the Human Resources Manager. The Human Resources Manager will disseminate any changes to all departments and offices.

RESOLUTION 2022-07

Approving Certain City of Goshen Policies and Repealing Certain Policies

WHEREAS, on January 24, 2022, the Goshen Board of Public Works and Safety approved certain Policies identified in Resolution 2022-05;

WHEREAS, subsequent to the adoption of Resolution 2022-05, it was discovered that the committee working on the revision of City policies did not take into consideration a NON-DISCRIMINATION policy adopted April 17, 2017, which addressed the same subjects as the NON-DISCRIMINATION IN EMPLOYMENT policy and the ADA COORDINATOR AND GRIEVANCE PROCEDURES policy adopted as part of Resolution 2022-05; and

WHEREAS, also subsequent to the adoption of Resolution 2022-05, City staff determined that the best electronic location at which to store City policies is in the Human Resources folder on the City's computer interdepartmental B: drive, rather than on the City website, which would require a revision of the INTRODUCTION OF POLICIES policy adopted as part of Resolution 2022-05; and

WHEREAS, the Goshen Board of Public Works and Safety finds that it is appropriate to approve the policies identified below, for the reasons stated, and to repeal certain policies identified below.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the following City of Goshen policies, copies of which are attached hereto and made a part hereof, are hereby approved:

- INTRODUCTION OF POLICIES; and
- NON-DISCRIMINATION.

BE IT FURTHER RESOLVED by the Goshen Board of Public Works and Safety that, upon the approval of the above-described policies, the following current City of Goshen policies are hereby repealed:

- INTRODUCTION OF POLICIES, Rev. January 24, 2022;
- NON-DISCRIMINATION IN EMPLOYMENT, Rev. January 24, 2022;
- NON-DISCRIMINATION, Rev. April 17, 2017; and
- ADA COORDINATOR AND GRIEVANCE PROCEDURES, Rev. January 24, 2022.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on February _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

INTRODUCTION OF POLICIES

Adopted By: Board of Public Works and Safety

Date Adopted: April 22, 1996

Revised: January 24, 2022; February 14, 2022

Employees Affected: All Departments, Offices, and Employees

The City of Goshen Policy Manual is a compilation of personnel and procedural policies that affect all city employees, offices, and departments, unless otherwise specified. This Policy Manual shall be comprehensive in nature, and the policies contained herein shall replace all prior City of Goshen Policies, or portions thereof, that are in conflict. This Policy Manual, however, is not intended to affect provisions of any collective bargaining agreement or policy of the Goshen Police Department or Goshen Fire Department that might conflict with the provisions of the Policies of this Manual, and the provisions of a collective bargaining agreement or policy of the Goshen Police Department or Goshen Fire Department shall supersede any conflicting policy, or portion of policy in this manual for the employees affected.

This Policy Manual is organized in sections with headings to facilitate its usage. Each policy shall include the adopting authority, date of adoption, date of revision (if any), a designation of the employees affected by the policy, and the policy text.

Changing standards will require that policies be adopted, revised, or repealed from time to time. An up-to-date electronic version of each properly adopted policy shall be maintained in the Human Resources folder on the City's computer interdepartmental B: drive accessible to each City employee, and the Policy Manual will be maintained in print version in each City Department. An Employee Handbook summarizing the Policy Manual will be provided to all employees as each employee commences employment with the City. Each employee shall acknowledge their ability to access a physical copy of all policies, the location of policies on the City's computer interdepartmental B: drive, and their need to monitor policies for subsequent revisions.

A policy affecting all city employees, offices, and departments may be adopted by the Mayor, by the Board of Public Works and Safety, or by the Common Council. The City Court Judge, the Clerk-Treasurer, and City Department heads may adopt policies that affect the operation of each Department, but such policies must first be submitted to the Mayor and Human Resources Manager before they take effect. A proposed policy shall be reviewed by the Legal Department before its introduction.

A policy may be revised or repealed by the authority under which it was adopted. To ensure the prompt revision of the Policy Manual, the elected official, the Clerk of the Board of Public Works and Safety, or the Clerk of the Common Council shall submit a copy of the adopted policy to the Human Resources Manager. The Human Resources Manager will disseminate any changes to all departments and offices.

NON-DISCRIMINATION

Adopted By: Board of Public Works and Safety

Date Adopted: April 22, 1996 (Non-Discrimination in Employment), January 27, 1992 (ADA Coordinator)

Revised: April 17, 2017, January 24, 2022

Employees Affected: All Departments, Offices, and Employees

Section 1. Background

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d) provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance.
- B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794) provides that no otherwise qualified individual with a disability in the United States shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C. Section 162(a) of the Federal-Aid Highway Act of 1973 (23 U.S.C. §324) provides that no person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance under this title [Title 23, United States Code] or carried on under this title [Title 23, United States Code].
- D. The Age Discrimination Act of 1975 (42 U.S.C. §6102) provides that no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving Federal financial assistance.
- E. The Civil Rights Restoration Act of 1987 (PL 100-259) amended Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975 to clarify that a recipient of Federal financial assistance must comply with the civil rights laws in all operations of the recipient and not just the program or activity receiving the Federal funding.
- F. Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §12132) provides that no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.
- G. Presidential Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, requires Federal agencies to

administer and implement its programs, policies, and activities that affect human health or the environment so as to identify and avoid "disproportionately high and adverse" effects on minority and low-income populations.

- H. Presidential Executive Order 13166, Improving Access to Services for Persons With Limited English Proficiency, requires recipients of Federal financial assistance to provide meaningful access to programs and activities for persons who, as a result of national origin, are limited in their English proficiency.

Section 2. Discrimination Prohibited.

- A. The City of Goshen is an equal opportunity employer and shall comply with and uphold all federal laws and administrative guidelines prohibiting discrimination on the basis of race, color, religion, sex, gender identity, age, gender, disability, ancestry, genetic information, or national origin. It is the policy of the City of Goshen that no employee or applicant for employment shall be discriminated against, excluded from participating in, denied the benefits of, or otherwise subjected to discrimination in any program, activity or other privilege of employment based on the above causes of prejudice.
- B. It shall be the policy of the City of Goshen, Indiana that no person shall, on the grounds of race, color, national origin, sex, age, income status, or limited English proficiency be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the City of Goshen's services, programs, or activities.
- C. It shall be the policy of the City of Goshen, Indiana that will not discriminate against a qualified individual with a disability in job application procedures; the hiring, advancement or discharge of employees; employee compensation; job training; and other terms, conditions, and privileges of employment. Further, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs, or activities of the City of Goshen, or be subjected to discrimination by the City.

Section 3. Notices.

- A. Notice of Nondiscrimination. The City of Goshen Notice of Nondiscrimination attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by this policy in the services, programs, and activities of the City.
- B. Notice under the Americans with Disabilities Act. The City of Goshen Notice under the Americans with Disabilities Act attached to this policy is the City of Goshen's notice to inform applicants, participants, beneficiaries, and other interested persons of the protections against discrimination assured by the Title II of the Americans with Disabilities Act and this policy in the services, programs, or activities of the City.
- C. The Notice of Nondiscrimination and Notice under the Americans with Disabilities Act shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City

of Goshen's website, and presenting in other accessible formats as may be determined from time to time.

Section 4. Title VI Coordinator and ADA Coordinator.

The City of Goshen Human Resources Manager is designated as the Title VI Coordinator and ADA Coordinator. The Title VI Coordinator and ADA Coordinator is responsible for coordinating the efforts of the City of Goshen to comply with the Nondiscrimination Statutes/Rules/Regulations/Policies and to assist in processing any complaint communicated to the City alleging discrimination. The Title VI Coordinator and ADA Coordinator may be contacted at:

City of Goshen Human Resources Department
Attention: Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com

Section 5. Grievance Procedure.

- A. The City of Goshen Grievance Procedure under the Americans with Disabilities Act and Nondiscrimination Policy attached to this policy is the City of Goshen's process for a person to file a complaint of alleged discrimination.
- B. This grievance procedure shall be provided to the public by posting at all City of Goshen facilities open to the public, distributing to all City of Goshen departments and offices, publishing on the City of Goshen's website, and presenting in other accessible formats as may be determined from time to time.
- C. The Title VI Coordinator and ADA Coordinator shall maintain documentation of all complaints received alleging discrimination, resolutions provided, hearings requested, and other pertinent information for at least three (3) years.

Section 6. Title VI Program/Nondiscrimination Implementation Plan

The Goshen Board of Public Works and Safety shall adopt and annually update a Title VI Program/ Nondiscrimination Implementation Plan to ensure continuous compliance with Nondiscrimination Statutes/Rules/Regulations and the City's Nondiscrimination Policy. The Title VI Program/Nondiscrimination Implementation Plan shall include, but is not limited to:

- A. This policy, including the current notices, Title VI Coordinator and ADA Coordinator information, and grievance procedures.
- B. Monitoring of program participants and beneficiary demographics and activities promoting compliance with the Title VI Program.
- C. Process and procedures for handling complaints alleging discrimination.
- D. Title VI training of staff.

- E. Title VI Assurances document.
- F. Annual work plan of Title VI activities and actions.
- G. Annual accomplishment report highlighting efforts to ensure nondiscrimination practices in all City of Goshen activities.

Section 7. Miscellaneous

- A. The notices and grievance procedure under this policy shall be updated as needed with the name of the current individual employed as the Human Resources Manager and designated as the Title VI Coordinator and ADA Coordinator without amending this resolution.
- B. Resolution 2011-Q, A Resolution of the City of Goshen Board of Public Works and Safety Adopting the Americans with Disabilities Act (ADA) Accessibility Guidelines for Standards for Accessible Design and Guidelines for Pedestrian Facilities in the Public Right-of-Way, adopted December 12, 2011 continues in full force and effect.
- C. Resolution 2012-J, Adopting the Americans with Disabilities Act Transition Plan for Pedestrian Facilities in the Public Right-of-Way, adopted July 9, 2012, continues in full force and effect.



CITY OF GOSHEN NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (“ADA”)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (“ADA”), the City of Goshen, Indiana will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: The City of Goshen does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the US Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: The City of Goshen will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the its programs, services, and activities, including qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: The City of Goshen will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in the City’s offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Goshen should contact the ADA Coordinator, using the contact information below, as soon as possible but no later than forty-eight (48) business hours before the scheduled event. The City of Goshen will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs. The ADA does not require the City of Goshen to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of the City of Goshen is not accessible to persons with disabilities should be directed to the ADA Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com



CITY OF GOSHEN
NOTICE OF NONDISCRIMINATION

In accordance with the requirements of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 162(a) of the Federal-Aid Highway Act of 1973, the Age Discrimination Act of 1975, the Civil Rights Restoration Act of 1987, other federal nondiscrimination statutes and executive orders, and the City of Goshen Nondiscrimination Policy, the City of Goshen, Indiana will not exclude a person from participating in, deny a person the benefits of, or discriminate against any person on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency in the City's services, programs, or activities.

Grievance Procedure: Complaints that a person has been excluded from participation in, denied the benefits of, or subjected to discrimination on the grounds of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency under any of the City of Goshen's services, programs, or activities should be directed to the Title VI Coordinator by contacting:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Phone: (574) 534-8475
TDD: (574) 534-3185
Fax: (574) 534-2410
Email: humanresources@goshencity.com



CITY OF GOSHEN GRIEVANCE PROCEDURE UNDER THE AMERICANS WITH DISABILITIES ACT AND NONDISCRIMINATION POLICY

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA") and the City of Goshen's Nondiscrimination Policy. It may be used by anyone who wishes to file a complaint alleging:

- (1) Discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Goshen; or
- (2) Exclusion from participation in, denial of the benefits of, or discrimination under any of the City of Goshen's services, programs, or activities on the basis of race, color, national origin, sex, age, disability/handicap, income status, or limited English proficiency.

The City of Goshen's Discrimination and Harassment Policy, as may be amended from time to time, governs job-related complaints of discrimination in employment with the City of Goshen.

The complaint should be in writing and contain information about the alleged discrimination, including:

- (1) Name, address and phone number of the person alleging the discrimination.
- (2) Name, address and phone number of person filing the complaint if different from the person alleging the discrimination.
- (3) Description of the alleged discrimination, including date and location, and the remedy sought.

Anyone wishing to file a complaint may use the Grievance Form included with this Grievance Procedure. The Grievance Form is also available on the City of Goshen's website at www.goshenindiana.org. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for a person with a disability upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than sixty (60) calendar days after the alleged violation to:

City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com

The Title VI Coordinator and ADA Coordinator will acknowledge the receipt of the complaint within ten (10) working days.

The Title VI Coordinator and ADA Coordinator will forward the complaint to the City of Goshen's Legal Department which will conduct the investigation necessary to determine the validity of the alleged discrimination. The Legal Department may contact the grievant to discuss the matter as part of the investigation. The Legal Department will submit written findings and a proposed resolution within forty-five (45) calendar days of receiving the complaint from the Title VI Coordinator and ADA Coordinator. If a resolution of the complaint is reached during this investigation, the resolution will be documented in Title VI Coordinator and ADA Coordinator's file.

If the grievant is not satisfied with the Legal Department's determination, the grievant may request a hearing before the Goshen Board of Public Works and Safety. The hearing will be scheduled within thirty (30) days of the request unless the grievant and City agree on a different date. The request for a hearing before the Board of Public Works and Safety must be requested with fifteen (15) days of receiving the Legal Department's written findings and proposed resolution. At the hearing the grievant may appear with or without legal counsel. The grievant will be given the opportunity to present evidence, and/or witnesses and will be given the opportunity to question any witnesses that the City presents to the Board of Public Works and Safety.

The resolution of any specific complaint will require consideration of the specific nature of the alleged discrimination, the nature of the access to services, programs, activities, or facilities at issue, the essential eligibility requirements for participation, the health and safety of others, and the degree to which an accommodation would constitute a fundamental alteration to the program, service, activity, or facility or cause undue hardship to City. Accordingly, the resolution of any complaint does not create a precedent for any future complaint.

At any time during the process, a grievant may file a complaint directly with the US Department of Justice, Indiana Civil Rights Commission, or other appropriate state or federal agency. All written complaints received by the Title VI Coordinator and ADA Coordinator or his/her designee, appeals to the Goshen Board of Public Works and Safety or the Board's designee, and responses from these two offices will be retained by the City of Goshen for at least three (3) years.



CITY OF GOSHEN GRIEVANCE FORM

Date: _____

Name of Person Alleging Discrimination: _____

Address: _____

City _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Name of Person Filing Complaint (if different than above) _____

Address: _____

City _____ State: _____ Zip Code: _____

Phone Number: _____

Email: _____

Description of the alleged discrimination, including date and location: _____

Remedy sought: _____

Return to: City of Goshen Human Resources Department
Attention: Rita Huffman, Title VI Coordinator and ADA Coordinator
204 East Jefferson Street, Suite 3
Goshen, Indiana 46528
Fax: (574) 534-2410
Email: humanresources@goshencity.com