



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

Regular Meeting Agenda

**2:00 p.m., August 1, 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: July 25, 2022**

### **Approval of Agenda**

- 1) Police Department:** Request to approve the promotion of Paige E. Hershberger (#209) to Patrol Officer, effective Aug. 2, 2022
- 2) Police Department:** Request to approve the promotion of Kaleb E. Rucker (#210) to Patrol Officer, effective Aug. 2, 2022
- 3) Fire Department:** Request to approve the promotion of Michael L. Fairfield to the rank of Private First Class, effective Aug. 2, 2022
- 4) Fire Department:** Request to approve the promotion of Daniel J. Kurtz to the rank of Private First Class, effective Aug. 2, 2022
- 5) Fire Department:** Request to approve the promotion of Timothy C. Perry to rank of Private First Class, effective Aug. 2, 2022
- 6) Fire Department:** Approve agreement with Emergency Services Marketing Corp., Inc., for the I am Responding emergency notification services
- 7) City of Goshen request:** Approve the placement of a Welcome Week banner on Main Street, Aug. 12-Sept. 4, 2022
- 8) Legal Department:** Acceptance of easements from 510 Apple, LLC
- 9) Legal Department:** Acceptance of easement from Waterford Commons Business Park, LLC



- 10) Legal Department:** Approve and execute the agreement with Newbury Construction Company, LLC, for installation of a metal roof at the Goshen Municipal Airport, Hanger B
- 11) Legal Department:** Approve and execute the agreement with OJS Building Services, Inc., for a HVAC Planned Maintenance Agreement for the Goshen Police and Courts Building.
- 12) Legal Department:** Approve and execute the agreement with OJS Building Services, Inc., for a HVAC Planned Maintenance Agreement for the Goshen Police Training Facility
- 13) Legal Department:** Approve entry agreements for the stormwater project in The Crossing subdivision
- 14) Water & Sewer Department:** Request for the partial closure of Wilden Avenue, from Aug. 2 through Aug 4, 2022, to disconnect utilities at four homes
- 15) Engineering Department:** Approve lane restrictions and trail closure along Kercher Road, Aug. 8 until Sept. 3, 2022, for work on the Kercher Road Storm Sewer Crossing project
- 16) Engineering Department:** Approve lane restriction on Chicago Avenue, Aug. 2, thru Aug. 12, 2022, for the installation of fiber conduit by TCS Communications, LLC.
- 17) Engineering Department:** Approve the closure of eastbound Jefferson Street, from Aug. 2 thru August 4, 2022, for utility connections work at 114 W. Jefferson St.
- 18) Engineering Department:** Approve and authorize the Mayor to sign an indemnity agreement with Rieth-Riley Construction Co, Inc. for use of the vacant City property at 908 N 5th Street for construction staging
- 19) Engineering Department:** Approve closure of three parking spaces in the southwest corner of City Hall for a staging area for the contractor filling the vault and rebuilding the steps
- 20) Engineering Department:** Approve agreement with Abonmarche Consultants, Inc. to provide staking for the construction of the North Indiana Avenue Recycling Drop-off site
- 21) Engineering Department:** Approve Change Order No. 1, in the amount of \$1,938.93, to allow HRP to remove a catch basin and plug two pipes at the West Goshen Crossing subdivision



## **Privilege of the Floor**

**22) Board of Public Works and Safety Order:** Continued hearing for vault at 206 N. Main Street (Dormer L. Metzger, property owner)

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

## ***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE July 25, 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 and Barb Swartley

**Absent:** DeWayne Riouse

**CALL TO ORDER:** Mayor Stutsman called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the July 18, 2022 regular meeting. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda. Board member Landis moved to approve the agenda as submitted. Board member Landis seconded the motion. Motion passed 4-0.

**1) Fire Department: Request to accept the resignations of Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder as active paramedics**

**City Fire Department Assistant Chief Bruce Nethercutt** asked the Board to accept the resignations of the following Fire Department employees as active paramedics: Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder. They have all served at least 12 years each as paramedics.

**Mayor Stutsman** noted the four were not resigning from the department; just as paramedics. Asked by **Board member Swartley** if the Fire Department had enough paramedics, **Chief Nethercutt** said it did; that quite a few paramedics were hired recently. By contract, he said that once the department has 32 or more paramedics, it's supposed to not hire more. The **Mayor** said that's the advantage of requiring all firefighters hired to be paramedics. **Landis/Swartley** moved to accept the resignations of the following Fire Department employees as active paramedics: Tim Christner, Courtney Snyder, Matt Whitford and Jon Yoder. Motion passed 4-0.

**2) Neighborhood request: Request to approve partial street closure, Aug. 6, 2022, for a neighborhood block party by the Waterford Villas II Homeowners Association**

**Jim Ramer**, representing the Waterford Villas II Homeowners Association, asked the Board to approve the partial closure of Newbury Street, from 4-8 p.m., on Aug. 6, 2022 for a neighborhood block party. Ramer asked for the closure of the east end of Newbury Street, from Regent to 100 feet west of the first curve. In response to a question from **Board member Landis**, **Ramer** said the neighborhood would be needing street barricades. **Landis/Swartley** moved to approve the partial closure of Newbury Street, from 4-8 p.m., on Aug. 6, 2022 for a neighborhood block party. Motion passed 4-0.



### 3) Legal Department: Request to approve and execute Resolution 2022-25, Authorizing the Purchase of ECG Monitors (for \$129,605.88) for the Fire Department

**City Attorney Bodie Stegelmann** asked the Board to approve and execute Resolution 2022-25, Authorizing the Purchase of Electrocardiogram (ECG) Monitors (for \$129,605.88) for the Fire Department and to authorize Mayor Stutsman to execute additional documents requested by Phillips Healthcare for the purchase. **Stegelmann** said the Fire Department is able to take advantage of one-time special pricing offered by Phillips for its monitors with state-of-the-art technology. The net purchase price will be \$129,605.88, which represents a substantial savings to the City. **Mayor Stutsman** said this purchase request was being brought to the Board without the normal bid process because of the substantial savings the City was getting and because of the critical need for the ECG monitors.

**Assistant Fire Chief Bruce Nethercutt** told Board members that Electrocardiogram (ECG) monitors are a vital diagnostic tool used by paramedics to capture a picture or readings of a patient's heart to assess the patient's health and whether he or she is having a heart attack, and the recommended treatment. Nethercutt said the problem is that the department's current ECG monitors have been experiencing electronic interference which has resulted in inaccurate and inconsistent readings. He showed Board members a printout with unreliable readings.

After months of frustration seeking to address this problem, **Nethercutt** said he began exploring alternatives to the department's 2009-era monitors. Nethercutt said that because of limitations, including the department's reporting software and other programs it uses, he narrowed the options for new ECG monitors to three companies.

**Nethercutt** said he believes the Phillips Tempus Pro monitors are the best and most affordable option because of a substantial cost break the City can obtain. He said he received higher oral quotes from two other companies.

In response to a question from **Mayor Stutsman**, **Nethercutt** said that the Phillips monitors have the ability to stream data live, so that physicians in the hospital emergency room or cardiology department can log onto a website and see exactly what is happening with the paramedic's patient. He said that will provide much better patient care.

**Nethercutt** said he also likes the Phillips monitors because they make better use of batteries through a dual battery system for the monitor and defibrillator. He said the battery will last longer and fewer batteries will be needed. He said the Phillips monitors also meet the latest military specifications.

**Board member Landis** asked why the ECG monitors from only three companies were compatible with Goshen's systems. **Nethercutt** said other companies cannot provide the same level of data integration. Asked by **Landis** if this limits the City's options, **Nethercutt** said the department uses a common system used by other fire departments, but that there are fewer monitor options for ambulances compared with hospitals.

**Mayor Stutsman** said that when he learned about this issue last week, he expedited the preparation of a resolution authorizing the purchase of the ECG monitors because this could save the City thousands of dollars.

Asked by **Board member Swartley** if the Phillips monitors had been field tested, **Nethercutt** said this was done as much as possible because Phillips doesn't provide "loaners" because of liability issues. He said the department's medics tested a unit and simulated the ambulance environment and the monitor worked very well.

**City Attorney Stegelmann** said that even though the resolution is authorizing a "special purchase," which doesn't require soliciting bids or proposals from other companies, Nethercutt reached out to two other suppliers whose bids were higher. So, he said the City's purchase actions were consistent with the spirit of the City's purchasing policy.

**Landis/Swartley** moved to approve and execute Resolution 2022-25, Authorizing the Purchase of ECG Monitors (for \$129,605.88) for the Fire Department and to authorize Mayor Stutsman to execute additional documents requested by Phillips Healthcare for the purchase. Motion passed 4-0.



**4) Legal Department: Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road**

**Shannon Marks, the Legal Compliance Administrator with the City Legal Department,** asked the Board to adopt Resolution 2022-24, *Acquisition of Real Estate at 1689 Reliance Road*.

**Marks** said the City is planning to make roadway improvements at the intersection of Reliance Road and Peddler's Village Road and needs to acquire certain real estate for this project. Resolution 2022-24 approves the terms and conditions of an Agreement for the Sale and Purchase of Real Estate with Delmar J. Birkey and Stacy R. Birkey for the City's acquisition of real estate at 1689 Reliance Road, and authorizes the Mayor to execute the Agreement and any other documents on behalf of the Board and the City of Goshen for this purpose. The City has agreed to pay and seller agrees to accept the total sum of \$222,500 for the property, to be paid at the closing.

**Landis/Swartley moved to approve adopt Resolution 2022-24, Acquisition of Real Estate at 1689 Reliance Road. Motion passed 4-0.**

**5) Legal Department: Contract for Solid Waste Collection Services with Waste Management of Indiana, LLC.**

**Shannon Marks, the Legal Compliance Administrator with the City Legal Department,** asked the Board to approve and execute the contract for solid waste collection services with Waste Management of Indiana, LLC.

**Marks** said on June 6, 2022, the Board awarded Bid Items 2 and 3 for solid waste collection services to Waste Management of Indiana, LLC. as the lowest responsible and responsive bidder. Attached to Marks' memo to the Board was the proposed contract with Waste Management, in substantially final form, to provide roll-off container services. The initial term of the contract is from August 1, 2022 through July 31, 2029.

**Marks** reported that Waste Management will be paid based on the unit rates set forth below for the supply of various sizes of roll-off containers for city projects and events and transport of the solid waste collected to the Elkhart County Landfill for disposal, as needed. (City will pay the Landfill directly for the disposal costs.)

- Three Hundred Fifteen and 00/100 Dollars (\$315.00) per 20 cubic yard container.
- Three Hundred Sixty and 00/100 Dollars (\$360.00) per 30 cubic yard container.
- Four Hundred Fifteen and 00/100 Dollars (\$415.00) per 40 cubic yard container.

**Marks** also reported Waste Management will also be paid a unit rate of \$315.00 to transport the City's roll-off container from the Waste Water Treatment Plant to the Elkhart County Landfill for disposal and return the container to the Waste Water Treatment Plant, as needed. (City will pay the Landfill directly for the disposal costs.)

**Landis/Swartley moved to approve and execute the contract for solid waste collection services with Waste Management of Indiana, LLC. Motion passed 4-0.**

**6) Water & Sewer Office: Request to approve unpaid final accounts (Kelly Saenz)**

**Goshen Water & Sewer Office Manager Kelly Saenz** asked the Board to move the office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Saenz reported that the original amount of unpaid final Water/Sewer accounts for this period, through April 15, 2022, was \$7,420.55. Collection letters were sent out and payments of \$603.43 had been collected. The uncollected amount equals \$6,817.12.

**Board member Landis** asked about why it appeared less had been collected than previous periods. **Saenz** said this was related to the type of accounts involved. She also addressed the collection process and its limitations.

**Landis/Swartley moved to approve the Goshen Water and Sewer Office's request to move the uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.**



**7) Engineering Department: Request to approve lane restrictions associated with the Wilden Avenue Reconstruction project**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the requested lane restrictions associated with the Wilden Avenue Reconstruction project, between August 1-26, 2022.

**Sailor** said Rieth-Riley Construction has notified the Engineering Department of the following intended lane restrictions: north-south traffic at the intersection of SR 15 and Wilden Avenue will be reduced to one lane, between August 1-26, 2022. Two way traffic will be maintained through the use of a temporary signal. Movements to and from Wilden Avenue at the intersection will be restricted for portions of this time frame.

**Landis/Swartley** moved to approve the requested lane restrictions associated with the Wilden Avenue Reconstruction project, between August 1-26, 2022. Motion passed 4-0.

**8) Engineering Department: Request to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, Aug. 1-3, 2022, for lane milling**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, Aug. 1-3, 2022, for a traffic signal relocation and lane milling. **Sailor** said southbound traffic will be detoured onto Berkey Avenue, as shown in a traffic control plan included in the agenda packet. **Ancon** anticipates additional road closures at the same location in the coming weeks and will request the additional closures when exact dates are known.

**Landis/Swartley** moved to approve the closure of the southbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, from Aug. 1-3, 2022, for traffic signal relocation and lane milling. Motion passed 4-0.

**9) Engineering Department: Request to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022.

**Sailor** said **Ancon Construction** has requested permission to close the northbound lane of Indiana Avenue between Plymouth Avenue and Berkey Avenue, from Thursday, August 4 until Saturday, August 6. **Sailor** said work during this period, which will include milling of the northbound lane, necessitates the lane closure. Northbound traffic will be detoured onto Plymouth Avenue, as shown in a traffic control plan attached to the Board's meeting packet.

In response to a question from **Mayor Stutsman**, **Sailor** said this work could not be delayed, but the City is seeking to stagger the work to minimize disruptions, The **Mayor** said the City works hard to avoid multiple closures, but also must accommodate a wide range of work in the community. In response to a question from **Board member Landis**, **Sailor** said it's unlikely this work will be delayed.

**Landis/Swartley** moved to approve the closure of the northbound lane of Indiana Avenue, between Berkey Avenue and Plymouth Avenue, August 4-6, 2022. Motion passed 4-0.

**10) Engineering Department: Request to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022 to accommodate gas line boring activity**





**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022 to accommodate gas line boring activity.

**Sailor** said NIPSCO has requested to close portions of eastbound Berkey Avenue from August 1-5, 2022 during normal working hours. The lane closures will each be approximately 500 feet in length to accommodate the boring activity as it moves down the corridor. Flaggers will be used to maintain traffic.

**Sailor** said he work is for the installation of gas lines. Asked by the **Mayor** if the work could be delayed, **City Attorney Stegelmann** said that would be difficult.

**Landis/Swartley** moved to approve the closure of portions of eastbound Berkey Avenue, during working hours, Aug, 1-5, 2022, to accommodate the boring activity. Motion passed 4-0.

**11) Engineering Department: Request to install temporary “no parking” signs along Johnston Street as identified by Goshen Engineering**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the installation of temporary “no parking” signs along Johnston Street as identified by Goshen Engineering.

**Sailor** said that due to the limited space on the construction site, workers at the Green Oaks Assisted Living facility are parking on both sides of Johnston Street. Because the road frontage along Green Oaks is on a curve, the workers parked cars are forcing two-way traffic to the center of the road where blind spots to oncoming traffic exist.

**Sailor** said City staff have discussed the on-street parking concern with the project manager, and the manager has spoken to the site workers to no avail. Posting “no parking” signs along the westbound lane of Johnston Street was discussed with the project manager, and he is supportive of this action. Goshen Engineering is requesting permission to install no parking signs along the westbound lane of Johnston Street between Station 7+25 to Station 12+00 west of State Road 15. The signs associated with this request will be removed upon completion of the project.

In response to a question from **Mayor Stutsman**, **Sailor** said the project manager has been unable to persuade the contract laborers to park in a different location.

**Landis/Swartley** moved to approve the installation of temporary “no parking” signs along Johnston Street as identified by Goshen Engineering. Motion passed 4-0.

**12) Engineering Department: Approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association**

**City Stormwater Coordinator Jason Kauffman** asked the Board to approve the Mayor signing the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan in partnership with the Elkhart River Restoration Association.

**Kauffman** said the Elkhart River Restoration Association (ERRA) is working on updating the 2008 Elkhart River Watershed Management Plan so all of the communities throughout the Watershed can use the Plan to apply for and obtain future grants to address water quality and quantity issues. Last year the ERRA received a 319 Grant from the Indiana Department of Environmental Management (IDEM) to update the Watershed Management Plan for the upper portion of the Watershed.

**Kauffman** said the ERRA planned to apply for another 319 Grant this year for the lower portion of the Watershed, which includes the City of Goshen.





However, **Kauffman** said IDEM identified a separate funding source through the Section 205j Water Quality Planning Program and they have asked the ERRA to submit a grant application by the end of July. IDEM feels the areas of the Lower Elkhart River Watershed is a good fit for the 205j funds.

**Kauffman** said a 205j grant requires a government entity to be the grant sponsor and after conversations with Mayor Stutsman and the Clerk-Treasurer's Office, it was agreed to move forward with Goshen being the grant sponsor. He said partnering with the ERRA to apply for this grant fulfills one of the goals of the newly adopted Flood Resilience Plan to work with Partners throughout the Elkhart River Watershed to slow down, spread out, and soak in floodwaters upstream of Goshen.

**Clerk-Treasurer Aguirre** told the Board that before the meeting, **Kauffman** gave Board members a pamphlet, published by the Elkhart River Restoration Association, about the Upper Elkhart River Watershed Project. The pamphlet included a map showing the project area along with a list of project benefits, a list of project partners, a description of a watershed, ways the public can participate and how people can get more information (**EXHIBIT 1**).

**Landis/Swartley** moved to approve the Mayor to sign the Section 205j Water Quality Planning Program Grant for the Lower Elkhart River Watershed Management Plan. Motion passed 4-0.

## CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., July 25, 2022

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

Members: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols

Mayor Stutsman convened the Stormwater Board meeting at 2:34 p.m. to consider the following items:

**13) Stormwater Department: Accept post-construction stormwater management plan for Burger King #7433**

**City Stormwater Coordinator Jason Kauffman** asked the Board to accept post-construction stormwater management plan for Burger King #7433 as it has been found to meet the requirements of City Ordinance 4329.

**Kauffman** said the developer of Burger King #7433, affecting one (1) or more acres of land and located at 1911 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

**Landis/Nichols** moved to accept post-construction stormwater management plan for Burger King #7433 as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

**14) Stormwater Department: Accept post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B.**

**City Stormwater Coordinator Jason Kauffman** asked the Board to accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B. as it has been found to meet the requirements of City Ordinance 4329.



**Kauffman** said the developer of Professional Park Office Building & 2016 M.O.B., affecting one (1) or more acres of land and located in the 2100 block of South Main Street and 2016 South Main Street, respectively, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

**Landis/Nichols** moved to accept the post-construction stormwater management plan for Professional Park Office Building & 2016 M.O.B. as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

With the Stormwater Board agenda items completed, Mayor Stutsman closed the Stormwater Board meeting at 2:36 p.m. and resumed the Board of Works & Safety meeting.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):  
Mayor Stutsman opened Privilege of the Floor at 2:37 p.m.

City Director of Public Works **Dustin Sailor** asked the Board to consider the following added agenda item:  
15) Engineering Department: Request to close portions of College Avenue in August 2022 for full-depth patching, mill and paving work

City Director of Public Works & Utilities **Dustin Sailor** asked the Board to approve the closure of College Avenue, from 15th Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work. **Sailor** said Niblock will be completing the work as part of the Madison Street and College Avenue Reconstruction (JN: 2021-0016).

In response to a question from **Board member Landis**, **Sailor** said that Niblock's work will only involve College Avenue. **Mayor Stutsman** said his understanding was that the milling and resurfacing work would take place Aug. 1 to Aug. 12 and the clean-up would take place Aug. 12 to Aug. 23. **Sailor** said that was correct. In response to a question from **Landis**, **Sailor** confirmed there would be a full closure of College Avenue from Aug. 1 to Aug. 12 followed by a partial closure, Aug. 12 to Aug. 23.

**Note:** **Sailor's** request was summarized in a memorandum he provided the Board (EXHIBIT 2).

**Landis/Swartley** moved to approve the closure of College Avenue, from 15th Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work. Motion passed 4-0.

**Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, asked if the Board was willing to consider the following as an added agenda item:

16) Legal Department: Request to approve and execute the contract for solid waste collection services with **Borden Waste-Away Service, Inc.**

**Marks** said she distributed contract information to the Board late on Friday afternoon, July 22, 2022.



**NOTE:** At 5:58 p.m. on Friday, July 22, 2022, **Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, emailed Board of Works & Safety members a packet of information (**EXHIBIT 3**). The packet included; a one-page Memorandum from Marks to the Board, a 10-page contract between Borden Waste-Away Service, Inc. and the City of Goshen; Exhibit A, a Scope of Services description; Exhibit B, a color map of trash pickup areas in the City; Exhibit C, two pages of recycling information; Exhibit D, a Borden Waste-Away Service list, dated May 2, 2022, of Large/Bulky Item Removal and Pricing; and Exhibit E, a three-page list of City Buildings and Facilities and waste collection needs and specifications.

**In her memo, Marks wrote that the contract with Borden, included in the packet, was “in substantially final form.” The initial term of the contract is from August 1, 2022 through July 31, 2029.**

**At the Board’s meeting on July 25, 2022, Mayor Stutsman confirmed with Marks that the contract was scheduled to take effect on Aug. 1, 2022.** He said that is why the matter was coming before the Board. The Mayor said there “has been a long period of back and forth to get the contract done.”

**So, the matter was considered by the Board.**

**Marks** said the Borden Waste-Away Service, Inc. contract was similar to the contract for solid waste collection services with Waste Management of Indiana, LLC that was approved by the Board earlier in today’s meeting.

**Mark said that on June 6, 2022, the Board awarded Bid Item 1 - Alternate 1A, Bid Item 4, Bid Item 5, Bid Item 6, and Bid Item 8 for solid waste collection services to Borden Waste Away Service, Inc. as the lowest responsible and responsive bidder. She said the services were for:**

- Residential solid waste collection and disposal with waste cart; recyclable materials collection and disposal with recycle cart; downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers.
- Borden will be compensated for these services based on a unit rate of \$14.96 per month for services provided to each eligible residence, multiplied by the agreed eligible residence count. The proposed contract provides an eligible residence count of 10,780, which is based on information the City has provided. As of July 22, this count had not been confirmed by Borden. That would be done after Borden delivered the waste carts and recycle carts.
- “City projects and events electronics waste collection and disposal, including supply of containers, as needed. Borden will be compensated \$455.00 for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility, plus the rate of \$600.00 per ton for the disposal of electronic waste.
- “City projects and events expanded polystyrene foam waste collection and disposal including the supply of containers, as needed. Borden will be compensated \$455.00 for the supply and transport of a 20-, 30-, or 40-cubic yard container to a recycling facility and there is no cost per ton for the disposal of expanded polystyrene foam.
- “Confidential document collection, destruction and disposal, including supply of containers, as needed.
- Borden will not charge anything for the supply of a container, but there will be a charge of \$25.00 per each collection, destruction and disposal of documents.



**Mayor Stutsman** said the City sent out a mailer, in English and Spanish, to every address in Goshen with information about the changes in trash and recycling services. He said City staff walked door-to-door in select neighborhoods to inform residents of the changes and distribute information. He said Borden will also help with distributing more information to spread the word about the changes.

**Board member Landis** asked if the eligible residence count of 10,780 would be affirmed annually or quarterly or for any other time period. **Marks** said if the City annexes real estate or construction adds new residences, the count will be adjusted. She added that once each year, the City and Borden will review that number.

Asked by **Landis** about the methodology for determining the count, **Marks** said it will be based, for example, on certificates of occupancy and if there is an annexation, the City will know how many new residents it has added. She also said that the City will also consider long-term vacancies if utility services are discontinued.

**City Director of Environmental Resilience Aaron Sawatsky Kingsley** said he and **Theresa Sailor**, a grant writer and educator with his department, have been working with the Legal Department to compile the numbers. He said the city has a good base number, but there will be a period of adjustment as the City enters the contract and will address any discrepancies going forward.

**Landis/Nichols** moved to approve and execute the contract for solid waste collection services with **Borden Waste-Away Service, Inc.**, effective Aug. 1, 2022 for the services and recycling services specified. Motion passed 4-0.

**Note from the Clerk-Treasurer about the contract for solid waste collection services with Borden Waste-Away Service, Inc.:** The proposed City contract with Borden Waste-Away Service, Inc. was not listed on the Board of Works & Safety agenda that was posted in City Hall and outside the City Council Chamber and distributed by email to Board members, City staff, interested individuals and the news media on Friday, July 22, 2022. So, there was no advance public notice of the proposed Borden contract. The City Legal Department provided the Board with – and the Board approved – a contract with Borden described as “in substantially final form.” No printed copies of the proposed contract were made available at the July 25, 2022 Board meeting.

There were no further public comments, so Mayor Stutsman closed Privilege of the Floor at 2:45 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Mike Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the meeting at 2:45 p.m.



*EXHIBIT #1: A pamphlet provided to the Board by City Stormwater Coordinator Jason Kauffman. The pamphlet, published by the Elkhart River Restoration Association, is about the Upper Elkhart River Watershed Project. The pamphlet includes a map showing the project area along with a list of project benefits, a list of project partners, a description of a watershed, ways the public can participate and how people can get more information.*

*EXHIBIT #2: A memorandum, dated July 25, 2022, from the City Engineering Department to the Board of Works and Safety. The memorandum requested that the Board approve the closure of College Avenue, from 15<sup>th</sup> Street west to the railroad tracks, from Aug. 1 to Aug. 12, 2022, and lane restrictions, from Aug. 12 to Aug. 23, 2022, for full-depth patching, mill and paving work.*

*EXHIBIT #3: Packet of information emailed to Board of Works & Safety members at 5:58 p.m. on Friday, July 22, 2022 by Shannon Marks, the Legal Compliance Administrator for the City Legal Department. The packet included; a one-page Memorandum from Marks to the Board, a 10-page contract between Borden Waste Away Service, Inc. and the City of Goshen; Exhibit A, a Scope of Services description; Exhibit B, a color map of trash pickup areas in the City; Exhibit C, two pages of recycling information; Exhibit D, a Borden Waste-Away Service list, dated May 2, 2022, of Large/Bulky Item Removal and Pricing; and Exhibit E, a three-page list of City Buildings and Facilities and waste collection needs and specifications.*

APPROVED

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Jeremy Stutsman, Chair

---

Michael Landis, Member



---

Mary Nichols, Member

---

DeWayne Riouse, Member

---

Barb Swartley, Member

ATTEST

---

Richard R. Aguirre, City of Goshen Clerk-Treasurer





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member DeWayne Riouse

Date: August 1<sup>st</sup>, 2022

From: Jose' Miller, Chief of Police

Reference: Promotion of Paige E. Hershberger from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Paige E. Hershberger from the position of Probationary Patrol Officer to the rank of Patrol Officer effective August 2<sup>nd</sup>, 2022. On August 2<sup>nd</sup>, 2022 Officer Hershberger will have completed her twelve (12) month probationary period. Officer Hershberger has demonstrated she will be a great addition to the Goshen Police Department and to this community.

\*Paige will be present for the Board of Works Meeting.\*

Respectfully,

A handwritten signature in black ink, appearing to be 'J. 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**



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis  
Member Barb Swartley  
Member DeWayne Riouse

Date: August 1<sup>st</sup>, 2022

From: Jose' Miller, Chief of Police

Reference: Promotion of Kaleb E. Rucker from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Kaleb E. Rucker from the position of Probationary Patrol Officer to the rank of Patrol Officer effective August 2<sup>nd</sup>, 2022. On August 2<sup>nd</sup>, 2022 Officer Rucker will have completed his twelve (12) month probationary period. Officer Rucker has demonstrated he will be a great addition to the Goshen Police Department and to this community.

\*Kaleb will be present for the Board of Works Meeting.\*

Respectfully,

A handwritten signature in black ink, appearing to be "J. 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**



**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

July 27, 2022

To: Board of Works and Public safety

RE: Promotion of Michael L. Fairfield to Private First Class

From: Fire Chief Danny Sink

**Michael L. Fairfield** will complete his probationary year at GFD on August 02, 2022. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Michael be promoted to the rank of Private First Class for the Goshen Fire Department, effective August 02, 2022. Thank you



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

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

July 27, 2022

To: Board of Works and Public safety

RE: Promotion of Daniel J. Kurtz to Private First Class

From: Fire Chief Danny Sink

**Daniel J. Kurtz** will complete his probationary year at GFD on August 02, 2022. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Daniel be promoted to the rank of Private First Class for the Goshen Fire Department, effective August 02, 2022. Thank you



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

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

July 27, 2022

To: Board of Works and Public safety

RE: Promotion of Timothy C. Perry to Private First Class

From: Fire Chief Danny Sink

**Timothy C. Perry** will complete his probationary year at GFD on August 02, 2022. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to **request that Tim be promoted to the rank of Private First Class for the Goshen Fire Department, effective August 02, 2022.** Thank you



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

**To:** Board of Public Works and Safety  
**From:** Bodie J Stegelmann  
**Subject:** Agreement Emergency Notification Services  
**Date:** August 1, 2022

Attached for the Board's approval is an agreement with Emergency Services Marketing Corp., Inc. for emergency notification and response services. The I am Responding program will replace the Goshen Fire Department's current emergency notification system and will allow the Fire Department to coordinate with other departments to provide mutual aid. Emergency Services Marketing Corp., Inc. will be paid \$800.00 per year for the services.

**Suggested Motion:**

Approve and authorize Chief Sink to execute the agreement with Emergency Services Marketing Corp., Inc., for the I am Responding emergency notification services at a rate of \$800.00 per year.





## SUBSCRIPTION AGREEMENT

**NOTE: Longer subscriptions are cheaper and protect against price increases by locking in your rate.**

FULL SUBSCRIBER NAME: Goshen Fire Department (IN)  
(The name of the entity that is subscribing, hereinafter "Subscriber")

SUBSCRIPTION COMMENCEMENT DATE: July 15, 2022

This Agreement is entered into by and between Emergency Services Marketing Corp., Inc. ("ESMC"), as the duly licensed provider of the IamResponding.com services ("IaR"), and Subscriber. Pursuant to the Terms and Conditions set forth herein, ESMC agrees to provide Subscriber with access to IaR, for the term and at the costs set forth herein. Subscriber is solely responsible for obtaining its own internet connection and hardware.

1. The subscription shall commence on the Subscription Commencement Date set forth above, and shall terminate one, three or five year(s) from the Commencement Date, depending on the option selected in paragraph 2(a) below. Subscriber's access to IaR shall not be provided until ESMC has received this signed Subscription Agreement from Subscriber.
2. a) Length and Base Subscription Fee (In this section, you must check one box):

The subscription length and cost selected by Subscriber is as follows:

One-year Subscription

\$800

Three-year Subscription

Paid annually, at \$725/year

Paid up-front, for a total of \$2,066 (5% discount from annual payment rate)

Five-year Subscription

**BEST ANNUAL VALUE** →  Paid annually, at \$650/year

**BEST OVERALL VALUE** →  Paid up-front, for a total of \$3,087 (5% discount from annual payment rate)

- b) One-time Set-up Fee: \$50.  
This is due with your initial Base Subscription Fee.
- c) Telephone Call Costs: \$10/year.

---

Please return by:

Email to: [Subscriptions@emergencysmc.com](mailto:Subscriptions@emergencysmc.com)

Facsimile to: (315) 314-7748

Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 1 of 4 (AML)

This is paid annually, together with your annual Base Subscription Fee. If you have selected a multi-year Term, paid up front, then the amount due up front is \$10, times the number of years of your selected Term (\$30 for a 3-year agreement; \$50 for a 5-year agreement).

3. The subscription fee for one-year subscriptions, and for three and five year subscriptions at the paid up-front rate, shall be paid in full on or before the Commencement Date of the subscription.

Subscription fees for three and five year subscriptions paid annually shall be paid to ESMC in equal annual payments which shall be due and payable, in advance, on each anniversary of the Commencement Date for the duration of the subscription, without invoice.

4. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IaR, which are posted on the IaR site at [www.iamresponding.com](http://www.iamresponding.com).
5. Subscriber shall not share the functionality, or any portion, of IaR with any other entity, at any time. Any such sharing shall be deemed a material breach of this Agreement.
6. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IaR, and to suspend or terminate Subscriber's access to IaR. Any payments not timely made shall be considered a material default by Subscriber.
7. ESMC reserves the right to modify the appearance, content and/or functionality of IaR at any time, in its sole discretion, with the understanding that core functionality will be maintained.
8. Subscriber warrants that its subscription to IaR was not procured through the efforts of any sales person other than Tammy Powell (insert "none" if no sales person was involved in procuring this subscription).
9. Subscriber understands that the subscription fee that is being paid for each year of a multi-year subscription is a discounted fee made available to Subscriber only because of Subscriber having entered into a multi-year Subscription Agreement. Subscriber further understands that ESMC has or may enter into certain financial obligations based upon projections which rely upon Subscriber honoring its multi-year agreement. If Subscriber terminates a multi-year Subscription Agreement for any reason whatsoever, Subscriber agrees to pay, as liquidated damages for such termination, a sum equal to 1.25 times the average annual subscription fee set forth in Section 2(a) for each full and partial year of the subscription between the Commencement Date and the termination date (any subscription fee payments already paid to ESMC for that time period will be credited against this charge). For paid up-front subscriptions, the average annual fee shall be the total fee set forth in Section 2(a), divided by the number of years paid for.
10. ESMC shall provide Subscriber with 24x7x365 email technical support. Support requests shall be addressed to [support@emergencysmc.com](mailto:support@emergencysmc.com). Subscriber understands that ESMC will use its best efforts to classify the level of urgency of each support request, that such classifications shall be made in the sole discretion of ESMC, and that the response time for each support request will be dependent upon such classification.
11. Subscriber understands that there may be periodic service interruptions to IaR as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such interruptions.

---

Please return by:

Email to: [Subscriptions@emergencysmc.com](mailto:Subscriptions@emergencysmc.com)

Facsimile to: (315) 314-7748

Mail to: Emergency Services Marketing Corp., Inc. P.O. Box 93, Dewitt, NY 13214-0093

Page 2 of 4 (AML)



12. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.
13. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.
14. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IaR, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IaR, the terms and conditions of this Subscription Agreement shall control.
15. Subscriber certifies that Subscriber (**check one box below**):
  - IS** a tax-exempt organization, exempt from state and local sales and use taxes on its purchases, and its tax exemption (and/or exempt organization) number is:  
 \_\_\_\_\_ (*Please attach tax exemption certificate*).
  - IS NOT** a tax-exempt organization, and is NOT exempt from state and local sales and use taxes on its purchases.
16. Subscriber warrants that the individual signing this Agreement possesses all authority and consents necessary to enter into this Subscription Agreement on behalf of Subscriber.

Subscribing Entity's Name: Goshen Fire Dept

Printed Name of Authorized Signor: Danny C. Sink

Date: 2022/07/27

Signature: 

Emergency Services Marketing Corp., Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Daniel R. Seidberg, President

*All subscription fees are in US funds, and shall be paid in US funds. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.*

*Please return this ENTIRE agreement to us; not just the signature page!*

*All checks should be made payable to: Emergency Services Marketing Corp., Inc.  
 Tax Identification No.: 20-5787005*

**PLEASE HELP US CONTAIN YOUR COSTS BY USING THIS FROM AS YOUR INVOICE**

**IamResponding.com**

Emergency Service Marketing Corp., Inc.  
 P.O. Box 93  
 Dewitt, New York 13214-0093  
 Phone: (315) 701-1372 Fax: (315) 314-7748

**Self Made Invoice**

Date: 2022/07/27

To (insert your department name and billing address):

Goshen Fire Dept  
209 N. 3rd St.  
Goshen, IN 46526

DESCRIPTION	AMOUNT
Please select <u>ONE</u> applicable payment option below:	
<input checked="" type="checkbox"/> One-Year Term (\$800 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$860)	<u>\$860.</u>
<input type="checkbox"/> Three-Year Term, Paid Annually (\$725 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$785)	
<input type="checkbox"/> Three-Year Term, Paid Up-Front (\$2,066 Base Fee + \$50 Set-Up Fee + \$30 Telephone Fee = \$2,146)	
<input type="checkbox"/> Five-Year Term, Paid Annually (\$650 Base Fee + \$50 Set-Up Fee + \$10 Telephone Fee = \$710)	
<input type="checkbox"/> Five-Year Term, Paid Up-Front (\$3,087 Base Fee + \$50 Set-up Fee + \$50 Telephone Fee = \$3,187)	
<p><b>**All fees are in US funds, and shall be paid in US funds. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.</b></p>	
	<b>Total :</b> <u>\$860.00</u>

Please update your billing contact information!

Billing Contact Name: <u>Kimberly Whitehead</u> Billing Contact Email: <u>kim.whitehead@goshenfire.com</u> Billing Contact Phone: <u>574-533-7878</u> Billing Contact Fax: <u>574-534-2804</u> Billing Address: <u>209 N. 3rd St</u> <u>Goshen, IN 46526</u>	<p><b>All payments in US funds ONLY</b></p> Make checks payable to: <b>Emergency Services Marketing Corp., Inc.</b> (Tax ID #: 20-5787005) <p><b>Thank you for your business!</b></p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Form ST-105

State Form 49065  
(R5 / 6-17)

Indiana Department of Revenue  
General Sales Tax Exemption Certificate

Indiana registered retail merchants and businesses located outside Indiana may use this certificate. The claimed exemption must be allowed by Indiana code. Exemption statutes of other states are not valid for purchases from Indiana vendors. This exemption certificate can not be issued for the purchase of Utilities, Vehicles, Watercraft, or Aircraft. Purchaser must be registered with the Department of Revenue or the appropriate taxing authority of the purchaser's state of residence.

Sales tax must be charged unless all information in each section is fully completed by the purchaser. Purchasers not able to provide all required information must pay the tax and may file a claim for refund (Form GA-110L) directly with the Department of Revenue. A valid certificate also serves as an exemption certificate for (1) county innkeeper's tax and (2) local food and beverage tax.

**Section 1 (print only)**

Name of Purchaser: City of Goshen

Business Address: 202 South Fifth Street City: Goshen State: Indiana ZIP Code: 46528

Purchaser must provide minimum of one ID number below.\*

Provide your Indiana Registered Retail Merchant's Certificate TID and LOC Number as shown on your Certificate.

TID Number (10 digits): 0003120759 - LOC Number (3 digits): 001

If not registered with the Indiana DOR, provide your State Tax ID Number from another State  
\*See instructions on the reverse side if you do not have either number.

State ID Number: \_\_\_\_\_ State of Issue: \_\_\_\_\_

**Section 2**

Is this a  blanket purchase exemption request or a  single purchase exemption request? (check one)

Description of items to be purchased: \_\_\_\_\_

**Section 3**

Purchaser must indicate the type of exemption being claimed for this purchase. (check one or explain)

Sales to a retailer, wholesaler, or manufacturer for resale only.

Sale of manufacturing machinery, tools, and equipment to be used directly in direct production.

Sales to nonprofit organizations claiming exemption pursuant to Sales Tax Information Bulletin #10. (May not be used for personal hotel rooms and meals.)

Sales of tangible personal property predominately used (greater then 50 percent) in providing public transportation - provide USDOT Number. A person or corporation who is hauling under someone else's motor carrier authority, or has a contract as a school bus operator, must provide their SSN or FID Number in lieu of a State ID Number in Section 1.

USDOT Number: \_\_\_\_\_

Sales to persons, occupationally engaged as farmers, to be used directly in production of agricultural products for sale. Note: A farmer not possessing a State Business License Number may enter a FID Number or a SSN in lieu of a State ID Number in Section 1.

Sales to a contractor for exempt projects (such as public schools, government, or nonprofits).

Sales to Indiana Governmental Units (agencies, cities, towns, municipalities, public schools, and state universities).

Sales to the United States Federal Government - show agency name. \_\_\_\_\_  
Note: A U.S. Government agency should enter its Federal Identification Number (FID) in Section 1 in lieu of a State ID Number.

Other - explain. \_\_\_\_\_

**Section 4**

I hereby certify under the penalties of perjury that the property purchased by the use of this exemption certificate is to be used for an exempt purpose pursuant to the State Gross Retail Sales Tax Act, Indiana Code 6-2.5, and the item purchased is not a utility, vehicle, watercraft, or aircraft.

I confirm my understanding that misuse, (either negligent or intentional), and/or fraudulent use of this certificate may subject both me personally and/or the business entity I represent to the imposition of tax, interest, and civil and/or criminal penalties.

Signature of Purchaser: Richard R. Aguirre Date: March 30, 2022

Printed Name: Richard R. Aguirre Title: Clerk-Treasurer

The Indiana Department of Revenue may request verification of registration in another state if you are an out-of-state purchaser. Seller must keep this certificate on file to support exempt sales.



**Jeremy P. Stutsman, Mayor**  
**CITY OF GOSHEN**

202 South Fifth Street, Suite I • Goshen, IN 46528-3714

Phone (574) 533-9322 • Fax (574) 533-9740 • TDD (574) 534-3185  
[mayor@goshencity.com](mailto:mayor@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

August 1, 2022

To: Board of Public Works and Safety  
From: Mayor Jeremy Stutsman  
Subject: Main Street Banner for Welcome Week

The City of Goshen is requesting permission to place a banner on Main Street beginning Friday, August 12 thru Sunday, September 4. Goshen College students will be arriving in waves beginning August 5, but the new first-year students will move in and begin with Welcome Week on Sunday, August 21. Returning students arrive on Saturday, August 27 and classes begin on Monday, August 29. I appreciate your consideration.

**Requested motion: Move to approve the placement of the Welcome Week banner on Main Street beginning August 12<sup>th</sup> thru September 4<sup>th</sup>.**





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

August 1, 2022

**To:** Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Acceptance of Easements from 510 Apple, LLC

It is recommended that the Board accept the attached permanent Easement and the Temporary Easement from 510 Apple, LLC, both which are located on the north side of Kercher Road west of Southside Park Court. The permanent Easement is for storm sewer utility purposes, and the Temporary Easement will be used for accessing and constructing the storm sewer under Kercher Road and connecting to an existing storm sewer. The Temporary Easement will terminate and automatically be released after completion of the project or on December 31, 2022, whichever occurs first.

**Suggested Motion:**

Move to accept the permanent Easement for storm sewer utility purposes and the Temporary Easement from 510 Apple, LLC, and authorize the Mayor to execute the Acceptance for each.

## EASEMENT

**510 Apple, LLC, an Indiana limited liability company** (“Grantor”), grants and conveys to **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate generally located on the north side of East Kercher Road, Goshen, Indiana, and part Parcel Number 20-11-22-477-013.000-015. Grantor obtained title to the real estate by Warranty Deed dated February 28, 2022 and recorded March 1, 2022 in the Office of the Recorder of Elkhart County, as Instrument No. 2022-04444.

The Easement is granted and conveyed to City for Goshen City storm sewer utility purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City storm sewer utility facilities, including any appurtenances as may be required.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City’s rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the



# EXHIBIT "A"

## STORM SEWER EASEMENT DESCRIPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°08'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 165.00 FEET TO THE SOUTHEAST CORNER OF TRACT II BEADLE HUFFMAN, LLC'S PROPERTY DESCRIBED IN DOCUMENT #2015-12867; THENCE NORTH 00°25'47" EAST, ALONG THE EAST LINE OF SAID TRACT II, 25.00 FEET TO A SHOCK CAPPED REBAR, BEING THE NORTHEAST CORNER OF THE CITY OF GOSHEN'S PROPERTY DESCRIBED IN DOCUMENT #201714939; THENCE NORTH 89°08'49" WEST, ALONG THE NORTH LINE OF SAID CITY PROPERTY, 28.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89°08'49" WEST ALONG SAID CITY PROPERTY, 30.00 FEET; THENCE NORTH 00°51'02" EAST, 60.00 FEET; THENCE NORTH 89°08'49" EAST PARALLEL WITH THE NORTH LINE OF SAID CITY OF GOSHEN'S PROPERTY, 30.00 FEET; THENCE SOUTH 00°51'02" WEST, 60.00 FEET TO THE POINT OF BEGINNING. CONTAINING 1,800 SQUARE FEET OR 0.041 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: INSTRUMENT #2022-04444 (WARRANTY DEED FROM BEADLE HUFFMAN LLC TO 510 APPLE, LLC)

  
CRAIG S. BATDORFF P.S. 21200006

2/21/22  
DATE



PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526

 **ABONMARCHE**

DATE: 2/21/22 ACI JOB #: 21-0844 SHT 1 OF 2

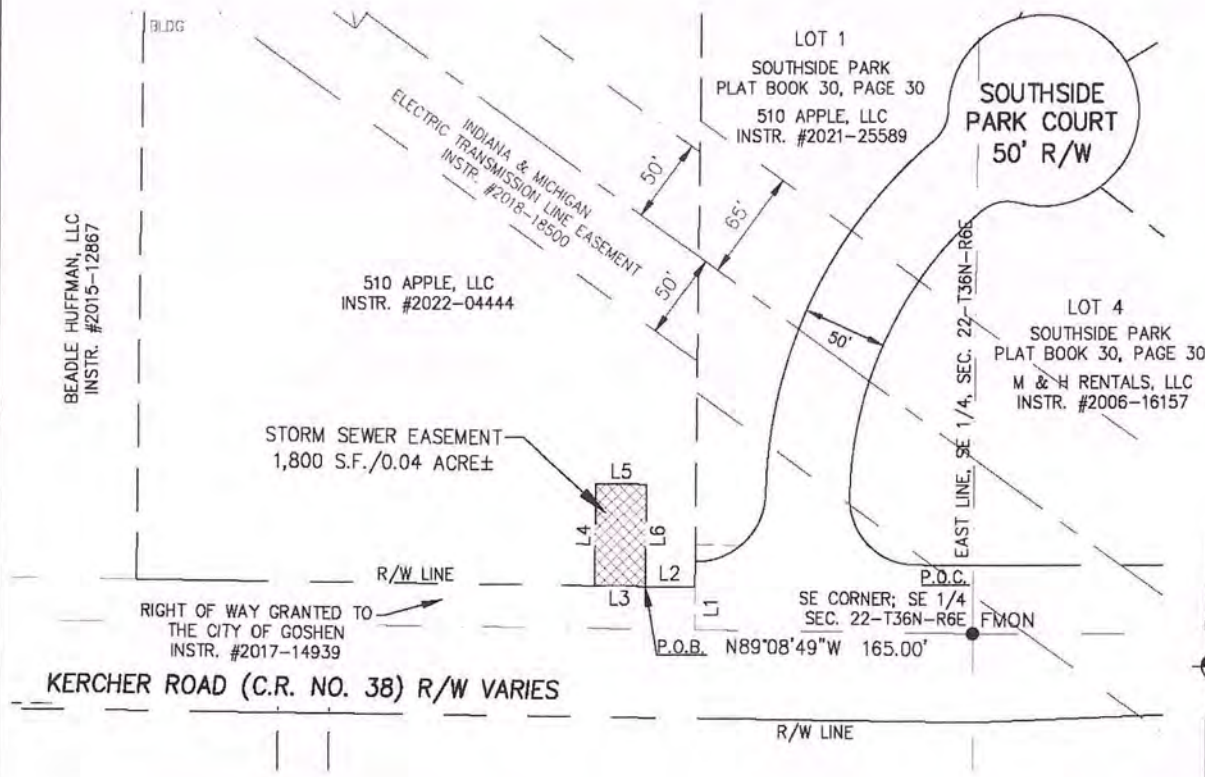
COPYRIGHT 2022 ABONMARCHE CONSULTANTS, INC.

Engineering - Architecture - Land Surveying



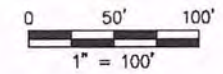
## EXHIBIT "B"

A PART OF SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA



Line Table		
Line #	Bearing	Length
L1	N0°25'47"E	25.00'
L2	N89°08'49"W	28.90'
L3	N89°08'49"W	30.00'
L4	N0°51'02"E	60.00'
L5	S89°08'49"E	30.00'
L6	S0°51'02"W	60.00'

PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526



DATE: 2/21/22 ACI JOB #: 21-0844 SHT 2 OF 2  
COPYRIGHT 2022 - ABONMARCHE CONSULTANTS, INC. Engineering - Architecture - Land Surveying

**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from 510 Apple, LLC, an Indiana limited liability company and accepts the Easement on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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, (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).



## **TEMPORARY EASEMENT**

510 Apple, LLC, an Indiana limited liability company (“Grantor”), grants to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, a temporary easement to enter upon and have possession of the real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached Exhibit B. The area so described and depicted is hereinafter referred to as “Temporary Easement.”

The Temporary Easement is part of the real estate more generally located on the north side of East Kercher Road, Goshen, Indiana, and part of Parcel Numbers 20-11-27-477-010.000-015 and 20-11-22-477-013.000-015. Grantor obtained title to the real estate by Warranty Deed dated September 21, 2021 and recorded September 23, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-25589, and by Warranty Deed dated February 28, 2022 and recorded March 1, 2022 in the Office of the Recorder of Elkhart County, as Instrument No. 2022-04444.

The Temporary Easement is granted to City, including its employees, agents, contractors, subcontractors and assigns, for the purpose of accessing and constructing a storm sewer under Kercher Road and connecting to an existing storm sewer, including any appurtenances as may be required (the “Project”).

City shall restore the surface of the Temporary Easement after any entry to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

Grantor may use, occupy and possess the Temporary Easement in a manner that is consistent with and does not interfere with City’s rights contained in this Temporary Easement.

The terms of this Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The Temporary Easement will terminate and automatically be released to the Grantor or the Grantor’s successors in title after completion of the Project or on December 31, 2022, whichever occurs first.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Temporary Easement on behalf of Grantor; that the Grantor has full capacity to grant the Temporary Easement described; and that all necessary action for granting this Temporary Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on July 20, 2022.

510 Apple, LLC,  
an Indiana limited liability company

By: [Signature]

Printed: Jon Wenger

Title: member

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on July 20<sup>th</sup>, 2022, personally appeared Jonathan Wenger (Name) as \_\_\_\_\_ (Title) of 510 Apple, LLC, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.



[Signature]  
Printed Name: Brittany Kritzman  
Notary Public of Elkhart County, IN  
My Commission Expires: June 13<sup>th</sup>, 2026  
Commission Number: 714358

**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION ACCESS  
EASEMENT #1 DESCRIPTION**

A PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°08'49" WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, 165.00 FEET TO THE SOUTHEAST CORNER OF TRACT II BEADLE HUFFMAN, LLC'S PROPERTY DESCRIBED IN DOCUMENT #2015-12867; THENCE NORTH 00°25'47" EAST, ALONG THE EAST LINE OF SAID TRACT II, 25.00 FEET TO A SHOCK CAPPED REBAR, BEING THE NORTHEAST CORNER OF THE CITY OF GOSHEN'S PROPERTY DESCRIBED IN DOCUMENT #201714939 AND THE POINT OF BEGINNING; THENCE NORTH 89°08'49" WEST, ALONG THE NORTH LINE OF SAID CITY PROPERTY, 330.08 FEET TO A McCREA CAPPED REBAR; THENCE NORTH 00°28'23" EAST, 155.03 FEET; THENCE SOUTH 89°08'49" EAST, 390.74 FEET TO A POINT ON THE WEST LINE OF SOUTHSIDE PARK COURT; THENCE ALONG A 275.00 FOOT RADIUS CURVE TO THE LEFT, A DISTANCE OF 101.91 FEET (CHORD BEARING SOUTH 11°42'34" WEST, CHORD DISTANCE 101.33 FEET) TO THE POINT OF REVERSE CURVATURE OF A 40.65 FOOT RADIUS CURVE TO THE RIGHT; THENCE 63.69 FEET ALONG SAID 40.65 FOOT RADIUS CURVE (CHORD BEARING SOUTH 45°58'31" WEST, CHORD DISTANCE 57.37 FEET) TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 00°25'47" WEST, 15.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,201 S.F. OR 1.313 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEEDS OF RECORD: INSTRUMENT #2022-04444 (WARRANTY DEED FROM BEADLE HUFFMAN LLC TO 510 APPLE, LLC) AND INSTRUMENT #2021-25589 (WARRANTY DEED FROM M & H RENTALS, LLC TO 510 APPLE, LLC)

  
CRAIG S. BATDORFF P.S. 21200006

2/21/22  
DATE



PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526

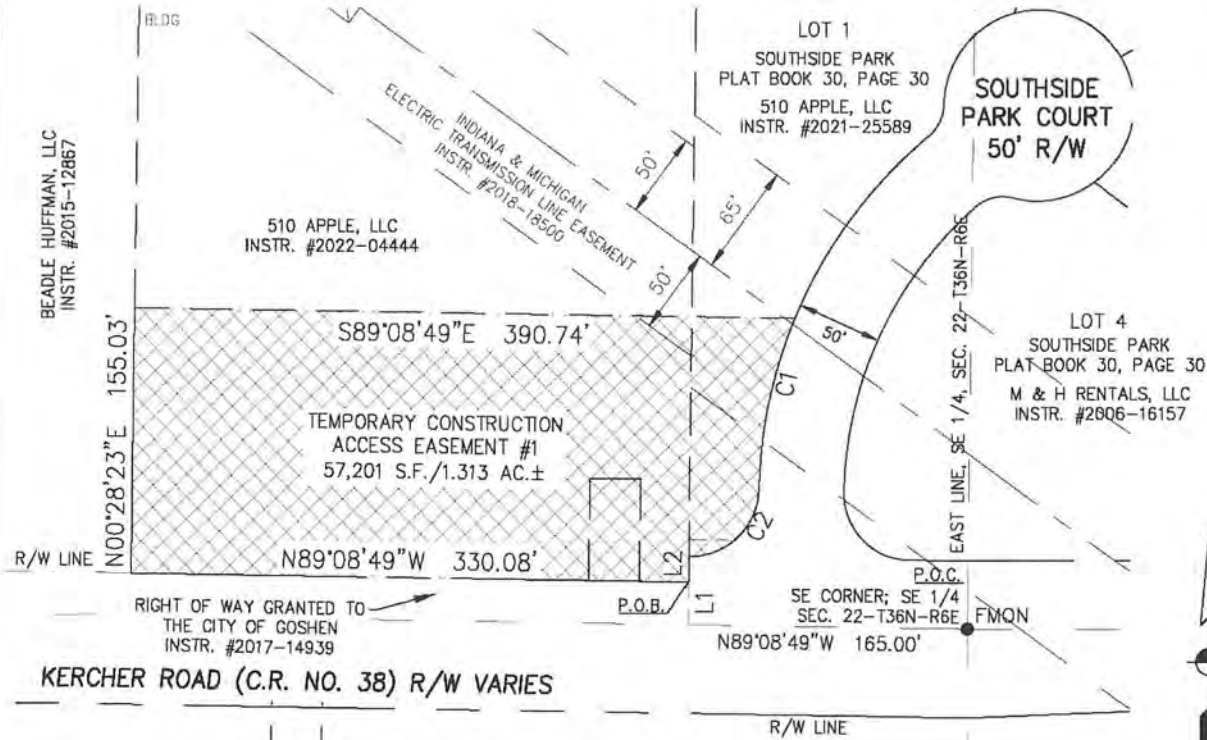
 **ABONMARCHE**

DATE: 2/21/22 ACI JOB #: 21-0844 SHT 1 OF 2  
COPYRIGHT 2022 ABONMARCHE CONSULTANTS, INC. Engineering - Architecture - Land Surveying



## EXHIBIT "B"

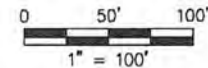
A PART OF SOUTHEAST QUARTER OF  
SECTION 22, TOWNSHIP 36 NORTH,  
RANGE 6 EAST, ELKHART TOWNSHIP,  
CITY OF GOSHEN,  
ELKHART COUNTY, INDIANA



Line #	Bearing	Length
L1	N0°25'47"E	25.00'
L2	S0°25'47"W	15.02'

Curve #	Length	Radius	Delta	Chord Bearing	Chord
C1	101.91'	275.00'	21°14'01"	S11°42'34"W	101.33'
C2	63.69'	40.65'	89°45'56"	S45°58'31"W	57.37'

PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526



**ABONMARCHE**

DATE: 2/21/22 ACI JOB #: 21-0844 SHT 2 OF 2  
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**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from 510 Apple, LLC, an Indiana limited liability company, and accepts the Temporary Easement on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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, (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 LEGAL DEPARTMENT**

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

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

August 1, 2022

**To:** Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Acceptance of Easement from Waterford Commons Business Park, LLC

It is recommended that the Board accept the attached Temporary Easement from Waterford Commons Business Park, LLC which is located on the south side of Kercher Road. This area will be used for accessing and constructing a storm sewer under Kercher Road and connecting to an existing storm sewer. The Temporary Easement will terminate and automatically be released after completion of the project or on December 31, 2022, whichever occurs first.

**Suggested Motion:**

Move to accept the Temporary Easement from Waterford Commons Business Park, LLC, and authorize the Mayor to execute the Acceptance.

## TEMPORARY EASEMENT

Waterford Commons Business Park, LLC, an Indiana limited liability company (“Grantor”), grants to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, a temporary easement to enter upon and have possession of the real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached Exhibit B. The area so described and depicted is hereinafter referred to as “Temporary Easement.”

The Temporary Easement is part of the real estate more generally located on the south side of East Kercher Road, Goshen, Indiana, and part of Parcel Number 20-11-27-229-023.000-015. Grantor obtained title to the real estate by Quit Claim Deed dated June 27, 2017 and recorded June 28, 2017 in the Office of the Recorder of Elkhart County, as Instrument No. 2017-13272.

The Temporary Easement is granted to City, including its employees, agents, contractors, subcontractors and assigns, for the purpose of accessing and constructing a storm sewer under Kercher Road and connecting to an existing storm sewer, including any appurtenances as may be required (the “Project”).

City shall restore the surface of the Temporary Easement after any entry to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

Grantor may use, occupy and possess the Temporary Easement in a manner that is consistent with and does not interfere with City’s rights contained in this Temporary Easement.

The terms of this Temporary Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The Temporary Easement will terminate and automatically be released to the Grantor or the Grantor’s successors in title after completion of the Project or on December 31, 2022, whichever occurs first.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Temporary Easement on behalf of Grantor;

that the Grantor has full capacity to grant the Temporary Easement described; and that all necessary action for granting this Temporary Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Temporary Easement on 7-21, 2022.

Waterford Commons Business Park, LLC,  
an Indiana limited liability company

By: [Signature]

Printed: GREGORY A. HOOGENBOOM

Title: MANAGER-MEMBER

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on 7-21, 2022, personally appeared GREGORY A. HOOGENBOOM (Name) as MANAGER-MEMBER (Title) of Waterford Commons Business Park, LLC, an Indiana limited liability company, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.



[Signature]  
Printed Name: LISA L. MEADE  
Notary Public of ELKHART County, IN  
My Commission Expires: 11-5-25  
Commission Number: NP0707240



**EXHIBIT "A"**

**TEMPORARY CONSTRUCTION ACCESS  
EASEMENT #2 DESCRIPTION**

A PART OF THE NORTHEAST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE SOUTH 00°21'54" EAST, 52.00 FEET TO THE SOUTH LINE OF THE RIGHT OF WAY OF KERCHER ROAD AND THE NORTHEAST CORNER OF A PARCEL OF LAND CONVEYED TO WATERFORD COMMONS BUSINESS PARK, LLC. AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT #2017-13272; THENCE CONTINUING SOUTH 00°21'54" EAST ALONG THE EAST LINE OF SAID WATERFORD COMMONS BUSINESS PARK, LLC PARCEL, 150.03 FEET; THENCE NORTH 89°08'49" WEST PARALLEL WITH THE SOUTH RIGHT OF WAY OF KERCHER ROAD, A DISTANCE OF 384.74 FEET TO THE WEST LINE OF SAID WATERFORD COMMONS BUSINESS PARK, LLC PARCEL; THENCE NORTH 00°54'36" EAST ALONG SAID WEST LINE, 150.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAID KERCHER ROAD; THENCE SOUTH 89°08'49" EAST ALONG SAID SOUTH RIGHT OF WAY LINE, 381.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 57,460 SQUARE FEET OR 1.319 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: INSTRUMENT #2017-13272 (QUIT CLAIM DEED FROM WATERFORD DEVELOPMENT CORP TO WATERFORD COMMONS BUSINESS PARK, LLC)

*Craig S. Batdorff*  
CRAIG S. BATDORFF P.S. 21200006

2/21/22  
DATE



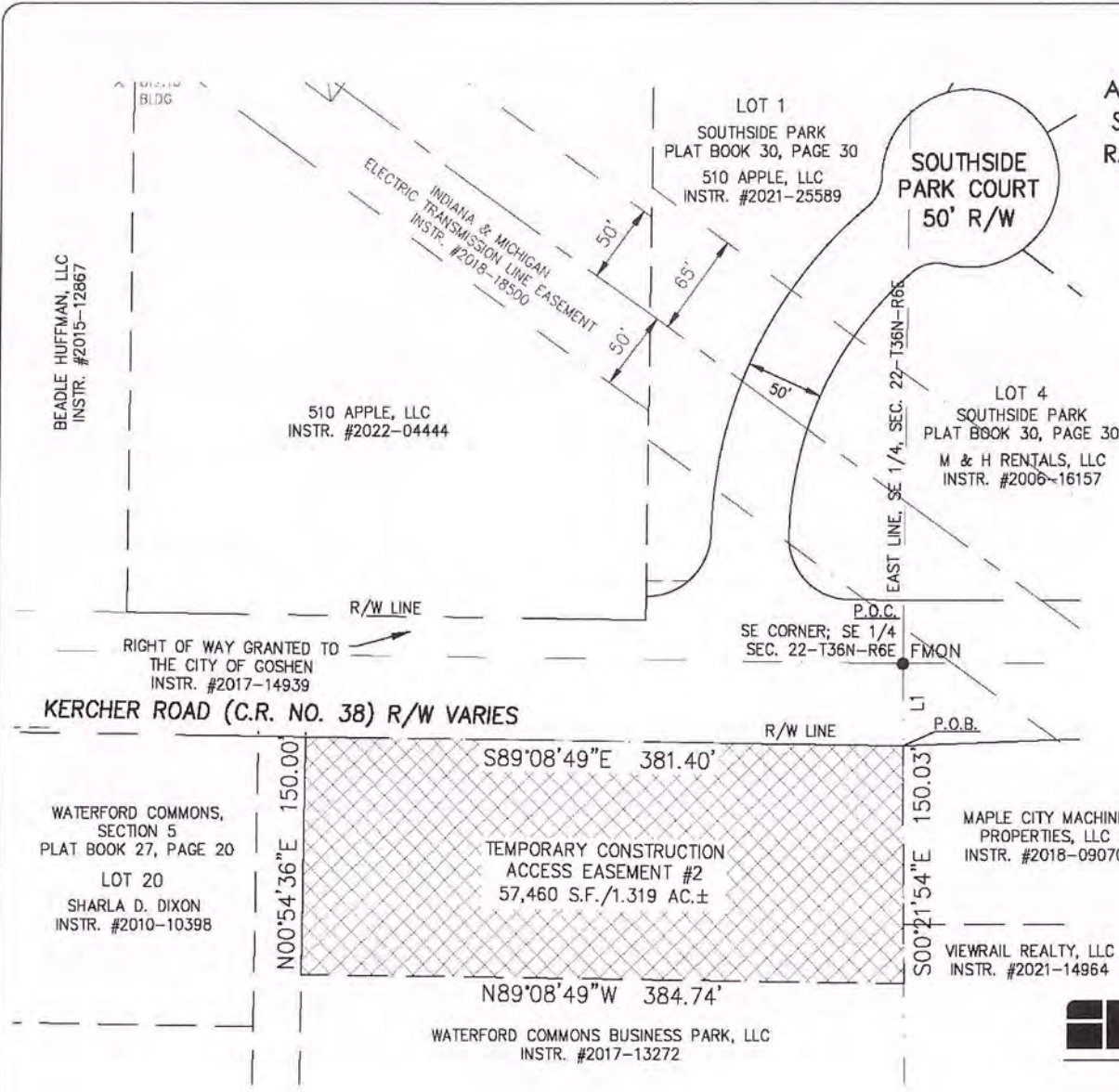
PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526



DATE: 2/21/22 ACI JOB #: 21-0844 SHT 1 OF 2  
COPYRIGHT 2022 ABONMARCHE CONSULTANTS, INC. Engineering Architecture Land Surveying

# EXHIBIT "B"

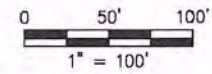
A PART OF SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA



Line Table		
Line #	Bearing	Length
L1	S0°21'54"E	52.00'



PREPARED FOR:  
GENESIS PRODUCTS, INC.  
1811 EISENHOWER DRIVE SOUTH  
GOSHEN, IN 46526



DATE: 2/21/22 ACI JOB #: 21-0844 SHT 2 OF 2  
COPYRIGHT 2022 ABONMARCHÉ CONSULTANTS, INC. Engineering - Architecture - Land Surveying

**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Temporary Easement from Waterford Commons Business Park, LLC, an Indiana limited liability company, and accepts the Temporary Easement on \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA        )  
                                          ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2022, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

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, (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 LEGAL DEPARTMENT**

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

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

August 1, 2022

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

**From:** Carla Newcomer

**Subject:** Agreement for installation of a metal roof at the Goshen Municipal Airport Hanger B

Attached for the Board's approval and execution is an agreement with Newbury Square Construction, LLC for installation of a metal roof at the Goshen Municipal Airport Hanger B. Newbury Construction Company LLC. will be paid \$33,935.98 for the work.

**Suggested Motion:**

Approve and execute the agreement with Newbury Construction Company, LLC, for installation of a metal roof at the Goshen Municipal Airport Hanger B

## **AGREEMENT**

### **Metal Roofing Installation at Goshen Municipal Airport Hangar B**

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 B 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 Thirty-Three Thousand Nine Hundred Thirty-Five Dollars and Ninety-Eight Cents (\$33,935.98) 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. 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 11. 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 12. Force Majeure**

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

## **Section 13. Default**

- (A) If Contractor fails to perform the 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 14. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all 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 15. Notice**

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

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

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

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

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

#### **Section 17. Amendments**

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

#### **Section 18. Waiver of Rights**

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

#### **Section 19. Applicable Laws**

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

- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so maybe deemed a material breach of agreement.

**Section 20. Miscellaneous**

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

**Section 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

New Metal on Hangar B white  
Add soffit to keep birds out  
Lifetime Prime 26 GA R Panel 40 year paint warranty

Other \_\_\_\_\_

Total Job Cost \$ 3,935.98 Date 7-5-2022

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

August 1, 2022

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

**From:** Carla Newcomer

**Subject:** HVAC Planned Maintenance Agreement for City of Goshen Police and Courts Building

Attached for the Board's approval and execution is an agreement with OJS Building Services, Inc. for a HVAC Planned Maintenance Agreement for the Goshen Police and Courts Building. OJS Building Services, Inc., will be paid \$7,880.00 in equal semi-annual installments of \$3,940.00.

**Suggested Motion:**

Approve and execute the agreement with OJS Building Services, Inc., for a HVAC Planned Maintenance Agreement for the Goshen Police and Courts Building.



## AGREEMENT

### HVAC MAINTENANCE FOR GOSHEN POLICE AND COURTS BUILDING

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **OJS Building Services** (“Contractor”), whose mailing address is 1825 East 12<sup>th</sup> Street, Mishawaka, Indiana 46544, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

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

Contractor shall provide City the services for the scheduled maintenance, which services are more particularly described in Contractor’s June 8, 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:

Test for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system Reliable Controls BAS.

Inspecting for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot, flame composition and shape; pilot and igniter, steam, water, oil and/or refrigerant leaks.

Cleaning coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser and boiler tubes.

- (D) Aligning belt drives; drive couplings; air fins,
- (E) Calibrating safety controls; temperature and pressure controls.
- (F) Tightening electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- (G) Adjusting belt tensions; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.
- (H) Lubricating motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
- (I) Painting for corrosion control, as directed by our scheduling system and on an as-needed basis.

Contractor’s maintenance services for the building environmental mechanical system comprised of the equipment listed in Schedule A and B of Exhibit A includes:

- 1) Two (2) annual and two (2) operational inspections per year.
- 2) Maintenance materials, gaskets, oils and lubricants required to perform inspection task procedures.
- 3) Replacement of worn or broken belt.
- 4) Use of recovery, recycling, and reclamation of refrigerant as appropriate to minimize costs replacement refrigerant and this shall be done according to federal, state and local regulatory guidelines.
- 5) As assigned technician with an emergency contact number.

- 6) Investment Protection.
- 7) Reduced energy consumption; and
- 8) PM service applies to the Reliable controls BAS with periodic review of the system and making any needed adjustments as required.

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

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

(B)    The initial term of the agreement is one (1) year;

(C)    The agreement can be renewed an additional four (4) times with a 2% increase per year with both parties agreeing to the terms thirty (30) days before the agreement expires.

## **Section 3.    .Compensation**

City agrees to compensate contractor in the sum of Seven Thousand Eight Hundred Eighty Dollars per year payable in equal semiannually installments of Three Thousand Nine Hundred Forty Dollars (\$3,940.00) for performing all Duties.

## **Section 4.    Payment**

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

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

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

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

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

## **Section 6.    Independent Contractor**

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

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a

certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

### **Section 7. Non-Discrimination**

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

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

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

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

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

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

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

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

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

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

### **Section 11. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if

Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

## **Section 12. Force Majeure**

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.

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

## **Section 13. Default**

If Contractor fails to perform the services comply with the provisions of this agreement, then Contractor may be considered in default.

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

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

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

## **Section 14. Termination**

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

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

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

### **Section 15. Notice**

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

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

Contractor: OJS Building Services, Inc.  
1825 East 12<sup>th</sup> Street  
Mishawaka, IN 46544

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

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

### **Section 17. Amendments**

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

### **Section 18. Waiver of Rights**

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

### **Section 19. Applicable Laws**

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

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

### **Section 20. Miscellaneous**

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



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

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

**Section 21. Severability**

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

**Section 22. Binding Effect**

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

**Section 23. Entire Agreement**

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

**Section 24. Authority to Bind Contractor**

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

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

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

OJS Building Services, Inc.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_

\_\_\_\_\_  
Michael A. Landis, Member

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

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

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

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

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

## Schedule A-Police and Court Building

Qty	Type	Size	Manuf.	Model	Serial	Location
1	AHU-1	2hp	Carrier	39THARAB-6-AB	Unknown	Boiler Room
1	AHU-2	2hp	Carrier	39THARAB-6-AB	3801F13066	Boiler Room
1	AHU-3	2hp	Carrier	39THARAB-6-AB	Unknown	Court Clerk Room
1	Chiller	75 Ton	Carrier	30GTN080-520KA	3901F14290	Roof
2	CHWP	15hp	Baldor	Unknown	Unknown	Boiler Room
4	Exhaust Fans	Up to 1hp	Unknown	Unknown	Unknown	Roof
2	Boiler	725,000 Btu	Lochinvar	FTX725N	2051 122347070 2051 122347071	Boiler Room
2	HWP Axiom Feeder	3hp 50 gal.	Baldor Axiom	Unknown SF100	Unknown 21-17646-SF	Boiler Room
1	Mini Split	2.5 Ton	Fujitsu	AOU30RLX	JPA002083	Server Room
1	Mini Split	¾ Ton	Fujitsu	AOU9RLS2H	JTN001204	Data Room
1	Mini Split	2.5 Ton	Mitsubishi	PUZ-A30NHA7	83U04630B	Drug Room Evidence



<b>City of Goshen Police &amp; Court Building</b>	<b>OJS Building Services, Inc.</b>
City of Goshen	1825 East 12th Street
111 E. Jefferson Street	Mishawaka, Indiana 46544
Goshen, Indiana 46528	<a href="http://www.ojsbsi.com">www.ojsbsi.com</a>
Phone: 574-533-8661	Phone: 574-284-2020
FAX:	FAX: 574-287-2939
Email:	

**EXECUTIVE SUMMARY**

OJS Building Services, Inc. would like to thank City of Goshen Police & Court Building for this opportunity to propose the following custom-tailored mechanical maintenance solution for your heating, ventilation, and air conditioning (HVAC) equipment. We wish to thank City of Goshen & Jeff Halsey for assistance in getting the needed information to make this proposal possible.

In today's economy, companies like City of Goshen Police & Court Building are looking for ways to improve quality service while continually containing or reducing costs. During this time, effective strategic decision-making is crucial to meeting these higher standards. OJS Building Services, Inc. is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. City of Goshen Police & Court Building is dedicated to identifying, developing, and implementing strategies that will reduce your cost structure by implementing optimally designed mechanical maintenance programs and innovative procurement strategies.

OJS Building Services, Inc. is the best and one of the largest service organizations in the area, with the most sophisticated computerized dispatch and maintenance management system available. Our purchasing power of HVAC equipment and maintenance materials through our subscription in the Contractor Support System is second to none in the industry. Our purchasing power keeps our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. For more than 90 years, we have been able to provide our customers with the best value for their investment dollars.

OJS Building Services, Inc. has considerable experience in servicing other similar HVAC mechanical systems as City of Goshen Police & Court Building's at the following client facilities:

Keith Rogien, University Park Mall

Mike Szymanski, South bend Community Schools

We can provide additional information for the above clients on request.

## **BENEFITS OF PLANNED MAINTENANCE**

The Planned Maintenance Agreement you are about to review is the optimum choice for City of Goshen Police & Court Building to maintain its HVAC equipment operating at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. City of Goshen Police & Court Building will experience many benefits from a well-designed and implemented planned maintenance program such as the one we are offering here.

We have designed OJS Building Services, Inc.'s maintenance program to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility waste costs by up to 5-20%
- Extending the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic, and scheduled maintenance tasking services. With this Planned Maintenance Agreement, City of Goshen Police & Court Building will receive the following benefits:

### **1.1. Energy Dollar Savings**

Planned maintenance keeps City of Goshen Police & Court Building's equipment in peak operating condition, thereby reducing energy consumption. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to perform at peak performance.

### **1.2. Operating Cost Saving**

OJS Building Services, Inc. has aggregated buying power, which attracts huge purchasing discounts from major equipment manufacturers and support material vendors. This allows us to give you the lowest possible price on replacement parts while providing the highest quality and efficient services and support systems available. As we implement this Planned Maintenance Program, system efficiency is returned to an optimum level. Operating costs and productivity losses are reduced to a minimum.

### **1.3. Elimination of Expensive Down Time**

Proper functioning equipment means extra money in your pocket. This Planned Maintenance Program provides the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

#### **1.4. Extending Equipment Life**

OJS Building Services, Inc.'s Planned Maintenance Program keeps your equipment in optimum condition. This maintenance program is custom-tailored to increase your equipment's life expectancy over that of improperly maintained equipment. This program results in the deferral of costly replacement expenditures.

#### **1.5. Improved Indoor Air Quality**

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes, and comfort control. Our program will help you meet these challenges while providing an environment that is healthy for your tenants.

#### **1.6. Increased Comfort Control**

Consistent comfort control keeps your tenants' happy which studies have shown increases productivity levels to peak performance.

#### **1.7. Planned Maintenance Performed Around Your Schedule**

We have incorporated your business and technical requirements into this maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements.

#### **Scope of Work**

**1. TEST AND INSPECT:** Job labor, travel labor and travel and living expenses required to visually inspect and test equipment to determine its operating condition and efficiency. Typical activities shall include:

**TESTING** for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system Reliable Controls BAS.

**INSPECTING** for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter, steam, water, oil and/or refrigerant leaks, etc.

**2. PREVENTIVE MAINTENANCE:** Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate, and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities shall include:

**CLEANING** coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser and hoiler tubes, etc.

**ALIGNING** belt drives; drive couplings; air fins, etc.

**CALIBRATING** safety controls; temperature and pressure controls, etc.



**TIGHTENING** electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

**ADJUSTING** belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

**LUBRICATING** motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

**PAINTING**, for corrosion control, as directed by our scheduling system and on an as-needed basis.

Contractor's professional maintenance services for the building environmental mechanical system(s) comprised of the equipment listed in "Schedule A and B" shall include:

- Two (2) annual and two (2) operational inspections per year.
- Maintenance materials, gaskets, oils and lubricants required to perform inspection task procedures.
- Replacement of worn or broken belt.
- Use of recovery, recycling, and reclamation of refrigerant as appropriate to minimize costs of replacement refrigerant and this shall be done according to federal, state and local regulatory guidelines.
- An assigned technician with an emergency contact number
- Investment Protection.
- Reduced energy consumption; and
- PM service applies to the Reliable controls BAS with periodic review of the system and making any needed adjustments as required.

All planned work under this Agreement will be performed during the Contractor's normal working hours. Please list hourly rate, overtime and holiday rates, travel time, any reduction in parts and labor for non-agreement service calls or repairs.

**Preventive Maintenance**

The Agreement is made by and between: OJS Building Services, Inc. of South Bend, Indiana herein after known as the Contractor and City of Goshen Police & Court Building of Goshen, Indiana herein after known as the Customer.

Services will be provided at 111 E. Jefferson Street.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms, and conditions on the pages attached and listed below.

- *Schedule "A": Describes the level of service being provided by the Agreement.*
- *Schedule "B": Describes the limit of liability and the terms and conditions.*
- *Schedule "C": Describes the equipment covered by the Agreement.*
- *Schedule "D": Describes the filter types, sizes, and frequency of changes.*

The service agreement price is \$7,880.00 per year, payable in equal semi-annually installments of \$3,940.00.

The first payment is due on the day coverage begins, 2022-09-01. Coverage shall continue for 1 year(s). This agreement can be renewed an additional four (4) times with a 2% increase per year with both parties agreeing to the terms (30) days before the agreement expires.

The schedules attached to the Service Agreement constitute the entire agreement between the Contractor and the Customer. The service Agreement remains the property of the Contractor and is provided for the Customer's use only. This Service Agreement is subject to management approval by the Contractor. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by the authorized management of Contractor.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary date.

BY: Brian Sears

OJS Building Services, Inc.

Brian Sears

DATE: 6/09/2022

BY: \_\_\_\_\_

City of Goshen Police & Court Building

City of Goshen

DATE: \_\_\_\_\_

## **SCHEDULE A**

### **Performance Review**

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

### **Reports**

Each completed service call is documented by a contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

### **Scheduled Tasks**

The service program is designed to provide continuing maintenance on the equipment listed in Schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

### **Maintenance**

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with the manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

### **Repair and Replacement**

The Contractor invoices for all labor, travel, and expenses to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

### **Emergency Service**

The Contractor is on call and can provide all labor, travel and expenses, parts, and materials seven days a week twenty-four hours a day. Emergency Service is invoiced separately from this Agreement.

## **SCHEDULE B**

### **Terms and Conditions**

- The contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides reasonable access to all areas and equipment and allows the Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however, designated, applicable to the price, sale, or delivery of any products, services, or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling, and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, ductwork, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
- If the equipment covered is altered, modified, changed, or moved this Agreement may be adjusted accordingly or terminated.

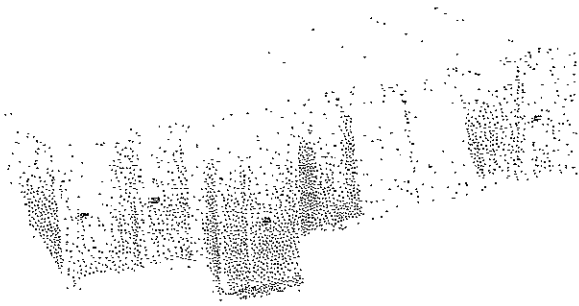
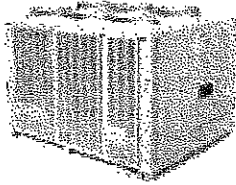
### **Limitations of Liability and Indemnities**

- The Contractor is not liable for damage or loss caused by delay in the installation or interrupted service due to fire, flood, a corrosive substance in the air, strike lockout, a dispute with workmen, inability to obtain material or services, commotion, war, an act of nature, or any other cause beyond Contractor reasonable control.
- In no event, whether as a result of a breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, lost profits, or claims of Buyer's customers for such damages.
- No other warranty expressed, or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.
- The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.

SCHEDULE C

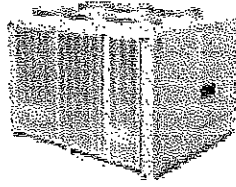
Qty	Type	Size	Manuf.	Model	Serial	Location
1	Air Handling Unit	2	AHU-1 Carrier	39THARB-6-AB	Unknown	Boiler room
1	Air Handling Unit	2	AHU-2 Carrier	39THARB-6-AB	3801F13066	Boiler room
1	Air Handling Unit	2	AHU-3 Carrier	39THARB-6-AB	Unknown	Court Clerk Room
1	Packaged Chillers	75		30RBF0805-HBL-3	0719Q88867	Roof
2	Standard Pumps	CHWP-Bell & Gossett	1510 Base mount	Unknown	Boiler room	
4	Exhaust Fans	1	Cook	Unknown	Unknown	Roof
2	Gas Boiler	22	Lochinvar	FTX725N	2051 122347070, 7071	Boiler room
2	Standard Pumps	HWP-Bell & Gossett	Unknown	Unknown	Boiler room	
1	Standard Pumps	Axiom 50 Gal feeder	SF100	21-176-46-SF	Boiler room	
1	Ductless Split (Outdoor)	2.5	Fujitsu- Server room	AOU30RLX	JPA002083	East side of building
1	Ductless Split (Indoor)	2.5	Fujitsu	Unknown	Unknown	Server room
1	Ductless Split (Outdoor)	1	Fujitsu- Data Room	A0U9RLS2H	JTN001204	East side Ground
1	Ductless Split (Indoor)	1	Fujitsu-Data room	Unknown	Unknown	Data room
1	Ductless Split (Outdoor)	2.5	Mitsubishi- Drug Evidence room	PUZ-A30NHA7	83U46308	East side Ground
1	Ductless Split (Indoor)	2.5	Mitsubishi- Drug Evidence room	Unknown	Unknown	Evidence storeroom
1	Exhaust Fans	1	Honeywell ERV Drug room	VNT5200E1000/U	Unknown	Evidence storeroom
75	Different Components		Reliable	Varies	Varies	Entire Building

**SCHEDULE D**

Qty	Type	Changes	Size	Manufacture	Unit Id
<b>Air Handling Unit Maintenance Requirements</b>					
					
<b>Part</b>		<b>Function</b>		<b>Tasks Required</b>	
Dampers		Regulates quantity of air through unit		Lubricate bearings Check for proper operation Adjust & calibrate Clean surfaces Tighten connections	
Filters		Remove particles from the air		Clean &/or replace as required	
Heating & Cooling Coils		Provides for heat transfer		Clean coils Comb bent fins Check for leaks Inspect for corrosion	
Motor		Drives fan		Inspect contacts & starter Check for vibration Tighten electrical connections Tighten mountings Lubricate motor	
Fan		Moves air to space being served		Clean & inspect Check for vibrations Check fan rotation	
<b>Packaged Chillers Maintenance Requirements</b>					
					
<b>Part</b>		<b>Function</b>		<b>Tasks Required</b>	
Filter Dryer		Removes particles from the liquid		Replace filters as needed	

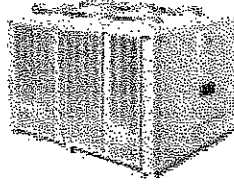


## Packaged Chillers Maintenance Requirements



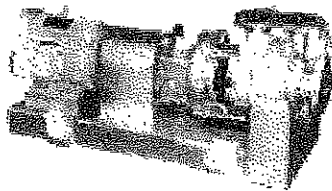
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks
Sump	Storage area for tower water	Clean sump & inspect for corrosion

### Packaged Chillers Maintenance Requirements



Water Inlet & Outlet	Provides connections for condenser water	Inspect & check for leaks
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### Standard Pumps Maintenance Requirements



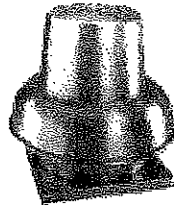
Part	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	Listen for proper operation Repair when required
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface

### Exhaust Fans Maintenance Requirements



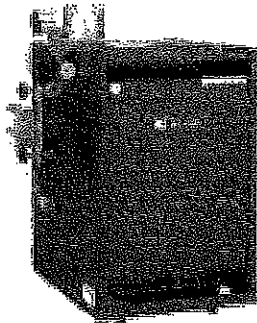
Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts

### Exhaust Fans Maintenance Requirements



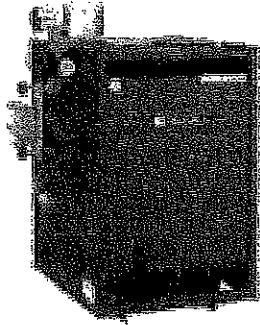
		Check current Check for vibrations
Belts & Pulleys	Links motor to fan	Check alignment of pulley Check wear of pulley & belts Check belt tension - replace as needed
Bearings	Supports fan shaft	Inspect for wear Lubricate when needed Replace if worn
Fan Blade	Drives air into space to be conditioned	Clean & inspect Check fan rotation Check for vibration
Housing	Drives air & controls velocity	Check mountings Clean dirt from surfaces

### Gas Boiler Maintenance Requirements



Part	Function	Tasks Required
Burner Section	Heat transfer from fuel to heating medium	Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot
Boiler Section	Store heating medium during heat transfer	Inspect for leaks Clean all surfaces Perform water check Perform chemical check

## Gas Boiler Maintenance Requirements



Controls & Limits	Control fuel input to maintain desired temperature and safety	Perform operational tests & calibrations of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel
Relief Valve	Provides safety to system if controls fail	Ensure valve closes using try lever test
Exhaust Flue	Provides route for combustion gases to exhaust	Flue gas analysis Clean & inspect for soot or corrosion
Gas Train	Regulates fuel input to boiler	Check operation of safety valves Check main valve for proper operation Inspect for any leaks Check for gas shut off valve Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

August 1, 2022

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

**From:** Carla Newcomer

**Subject:** HVAC Planned Maintenance Agreement for City of Goshen Police Training Facility

Attached for the Board's approval and execution is an agreement with OJS Building Services, Inc. for a HVAC Planned Maintenance Agreement for the Goshen Police Training Facility. OJS Building Services, Inc., will be paid \$7,300.00 in equal semi-annual installments of \$3,650.00.

**Suggested Motion:**

Approve and execute the agreement with OJS Building Services, Inc., for a HVAC Planned Maintenance Agreement for the Goshen Police Training Facility.

## AGREEMENT

### HVAC MAINTENANCE FOR GOSHEN POLICE TRAINING FACILITY

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **OJS Building Services** (“Contractor”), whose mailing address is 1825 East 12<sup>th</sup> Street, Mishawaka, Indiana 46544, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

#### Section 1. Contractor Duties

Contractor shall provide City the services for the scheduled maintenance, which services are more particularly described in Contractor’s June 8, 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) Test for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system Reliable Controls BAS.
- (B) Inspecting for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot, flame composition and shape; pilot and igniter, steam, water, oil and/or refrigerant leaks.
- (C) Cleaning coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser and boiler tubes.
- (D) Aligning belt drives; drive couplings; air fins,
- (E) Calibrating safety controls; temperature and pressure controls.
- (F) Tightening electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections.
- (G) Adjusting belt tensions; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats.
- (H) Lubricating motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages.
- (I) Painting for corrosion control, as directed by our scheduling system and on an as-needed basis.

Contractor’s maintenance services for the building environmental mechanical system comprised of the equipment listed in Schedule A and B of Exhibit A includes:

- 1) Two (2) annual and two (2) operational inspections per year.
- 2) Maintenance materials, gaskets, oils and lubricants required to perform inspection task procedures.
- 3) Replacement of worn or broken belt.
- 4) Use of recovery, recycling, and reclamation of refrigerant as appropriate to minimize costs replacement refrigerant and this shall be done according to federal, state and local regulatory guidelines.
- 5) As assigned technician with an emergency contact number.



- 6) Investment Protection.
- 7) Reduced energy consumption; and
- 8) PM service applies to the Reliable controls BAS with periodic review of the system and making any needed adjustments as required.

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

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) The initial term of the agreement is one (1) year;
- (C) The agreement can be renewed an additional four (4) times with a 2% increase per year with both parties agreeing to the terms thirty (30) days before the agreement expires.

## **Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of Seven Thousand Three Hundred Dollars (\$7,300.00) payable in equal semiannual amounts of Three Thousand Six Hundred Fifty Dollars (\$3,650.00 for performing all Duties.

## **Section 4. Payment**

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

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

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

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

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

## **Section 6. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and

control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

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

### **Section 7. Non-Discrimination**

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

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

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

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

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

## **Section 10. 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 11. 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 12. 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 13. 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 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 14. Notice**

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

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

Contractor: OJS Building Services, Inc.  
1825 East 12<sup>th</sup> Street  
Mishawaka, IN 46544

**Section 15. Subcontracting or Assignment**

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

## **Section 16. Amendments**

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

## **Section 17. Waiver of Rights**

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

## **Section 18. Applicable Laws**

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

## **Section 19. 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 20. Severability**

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

**Section 21. Binding Effect**

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

**Section 22. Entire Agreement**

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

**Section 23. Authority to Bind Contractor**

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

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

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

OJS Building Services, Inc.

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

\_\_\_\_\_  
Michael A. Landis, Member

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

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

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

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



**Schedule B-Training Center**

Qty	Type	Size	Manuf.	Model	Serial #	Location
2	Mini Split	2.5	Mitsubishi	MUZ-D30NA	3000301T & 3000343T	Bldg. 1
1	Mini Split	2.5	Fujitsu	AOU-30RLXEH	BWP001080	Bldg. 1
1	Mini Split	2.5	Fujitsu	AOU-30RGLX	UTP000862	Bldg. 1
1	Gas Boiler	4.30	Lochinvar	KHB155N	2033-120429843	Bldg. 1
3	Standard Pumps		Grundfos	UPS15-58FC	59896341P1	Bldg. 1
1	Electric Controls		Johnson Controls	MUI		Bldg. 2
1	Exhaust Fans	7.5	Titan	TA-116BIRAhRH	14770	Bldg. 2
1	Standard Pumps		Armstrong		At boiler	
1	Split System	4	Bryant	116BNA018000BBA	45610E12660	Bldg. 3
1	Split System		Bryant	FE4ANF002	2510a91244	Bldg. 3
1	Makeup Air Units	2000	Titan	TA-127NGHLHAR/8	14769	Bldg. 2
1	Gas Boiler	6	Lochinvar	WBN050	B08H10054727	Bldg. 3
1	Mini Split	4	Mitsubishi	MXZ-8B48NA	36U01866C	Bldg. 2
8	Mini Split	3 3 3 3 3 3 3 3	Mitsubishi	MUZ-D36NA	2002079T 2002072T 2002081T 2002076T 2002080T 2002075T 2002084T 2002085T	Bldg. 2



<b>City of Goshen Police Training Center</b>	<b>OJS Building Services, Inc.</b>
<b>Board Of Public Works</b>	1825 East 12th Street
713 E. Lincoln Ave.	Mishawaka, Indiana 46544
Goshen, Indiana 46528	<a href="http://www.ojsbsi.com">www.ojsbsi.com</a>
Phone: 574-206-3111	Phone: 574-284-2020
FAX:	FAX: 574-287-2939
Email: <a href="mailto:jeffhalsey@goshencity.com">jeffhalsey@goshencity.com</a>	

#### **EXECUTIVE SUMMARY**

OJS Building Services, Inc. would like to thank City of Goshen Police Training Center for this opportunity to propose the following custom-tailored mechanical maintenance solution for your heating, ventilation, and air conditioning (HVAC) equipment. We wish to thank Jeff Halsey for assistance in getting the needed information to make this proposal possible.

In today's economy, companies like City of Goshen Police Training Center are looking for ways to improve quality service while continually containing or reducing costs. During this time, effective strategic decision-making is crucial to meeting these higher standards. OJS Building Services, Inc. is a resource that offers turnkey integrated mechanical maintenance solutions designed to help meet these goals. City of Goshen Police Training Center is dedicated to identifying, developing, and implementing strategies that will reduce your cost structure by implementing optimally designed mechanical maintenance programs and innovative procurement strategies.

OJS Building Services, Inc. is the best and one of the largest service organizations in the area, with the most sophisticated computerized dispatch and maintenance management system available. Our purchasing power of HVAC equipment and maintenance materials through our subscription in the Contractor Support System is second to none in the industry. Our purchasing power keeps our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. For more than 90 years, we have been able to provide our customers with the best value for their investment dollars.

OJS Building Services, Inc. has considerable experience in servicing other similar HVAC mechanical systems as City of Goshen Police Training Center's at the following client facilities:

Keith Rogien, University Park Mall

Mike Szymanski, South bend Community Schools

We can provide additional information for the above clients on request.

## **BENEFITS OF PLANNED MAINTENANCE**

The Planned Maintenance Agreement you are about to review is the optimum choice for City of Goshen Police Training Center to maintain its HVAC equipment operating at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. City of Goshen Police Training Center will experience many benefits from a well-designed and implemented planned maintenance program such as the one we are offering here.

We have designed OJS Building Services, Inc.'s maintenance program to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime, employee productivity losses, or tenant turnover
- Avoid utility waste costs by up to 5-20%
- Extending the useful life of your equipment by 20% or more
- Reduce administrative costs associated with managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic, and scheduled maintenance tasking services. With this Planned Maintenance Agreement, City of Goshen Police Training Center will receive the following benefits:

### **1.1. Energy Dollar Savings**

Planned maintenance keeps City of Goshen Police Training Center's equipment in peak operating condition, thereby reducing energy consumption. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to perform at peak performance.

### **1.2. Operating Cost Saving**

OJS Building Services, Inc. has aggregated buying power, which attracts huge purchasing discounts from major equipment manufacturers and support material vendors. This allows us to give you the lowest possible price on replacement parts while providing the highest quality and efficient services and support systems available. As we implement this Planned Maintenance Program, system efficiency is returned to an optimum level. Operating costs and productivity losses are reduced to a minimum.

### **1.3. Elimination of Expensive Down Time**

Proper functioning equipment means extra money in your pocket. This Planned Maintenance Program provides the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

### **1.4. Extending Equipment Life**

OJS Building Services, Inc.'s Planned Maintenance Program keeps your equipment in optimum condition. This maintenance program is custom-tailored to increase your equipment's life expectancy over that of improperly maintained equipment. This program results in the deferral of costly replacement expenditures.

**1.5. Improved Indoor Air Quality**

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes, and comfort control. Our program will help you meet these challenges while providing an environment that is healthy for your tenants.

**1.6. Increased Comfort Control**

Consistent comfort control keeps your tenants' happy which studies have shown increases productivity levels to peak performance.

**1.7. Planned Maintenance Performed Around Your Schedule**

We have incorporated your business and technical requirements into this maintenance program. Our call center automatically dispatches the manufacturer's recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements.

## Scope of Work

1. TEST AND INSPECT: Job labor, travel labor and travel and living expenses required to visually inspect and test equipment to determine its operating condition and efficiency. Typical activities shall include:

TESTING for excessive vibration; motor winding resistance; refrigerant charge; fan RPM; refrigerant oil (acid); water condition; flue gas analysis; safety controls; combustion and draft; crankcase heaters; control system Reliable Controls BAS.

INSPECTING for worn, failed or doubtful parts; mountings; drive couplings; oil level; rotation; soot; flame composition and shape; pilot and igniter, steam, water, oil and/or refrigerant leaks, etc.

2. PREVENTIVE MAINTENANCE: Job labor, travel labor and travel and living expenses required to clean, align, calibrate, tighten, adjust, lubricate, and paint equipment. These activities are intended to extend equipment life and assure proper operating condition and efficiency. Typical activities shall include:

CLEANING coil surfaces; fan impellers and blades; electrical contacts; burner orifices; passages and nozzles; pilot and igniter; cooling tower baffles, basin, sump, and float; chiller, condenser and boiler tubes, etc.

ALIGNING belt drives; drive couplings; air fins, etc.

CALIBRATING safety controls; temperature and pressure controls, etc.

TIGHTENING electrical connections; mounting bolts; pipe clamps; refrigerant piping fittings; damper sections, etc.

ADJUSTING belt tension; refrigerant charge; super heat; fan RPM; water chemical feed and feed rate; burner fuel/air ratios; gas pressure; set point of controls and limits; compressor cylinder unloaders; damper close-off; sump floats, etc.

LUBRICATING motors; fan and damper bearings; valve stems; damper linkages; fan vane linkages, etc.

PAINTING, for corrosion control, as directed by our scheduling system and on an as-needed basis.

Contractor's professional maintenance services for the building environmental mechanical system(s) comprised of the equipment listed in "Schedule A and B" shall include:

- Two (2) annual and two (2) operational inspections per year.
- Maintenance materials, gaskets, oils, and lubricants required to perform inspection task procedures.
- Replacement of worn or broken belt.
- Use of recovery, recycling and reclamation of refrigerant as appropriate to minimize costs of replacement refrigerant and this shall be done according to federal, state and local regulatory guidelines.
- An assigned technician with an emergency contact number
- Investment Protection.
- Reduced energy consumption; and
- PM service applies to the Reliable controls BAS with periodic review of the system and making any needed adjustments as required.

All planned work under this Agreement will be performed during the Contractor's normal working hours. Please list hourly rate, overtime and holiday rates, travel time, any reduction in parts and labor for non-agreement service calls or repairs.



**Preventive Maintenance**

The Agreement is made by and between: OJS Building Services, Inc. of South Bend, Indiana herein after known as the Contractor and City of Goshen Police Training Center of Goshen, Indiana herein after known as the Customer.

Services will be provided at 713 E. Lincoln Ave.

The Contractor is providing a system of maintenance for the equipment type contained within the schedules, terms, and conditions on the pages attached and listed below.

- *Schedule "A": Describes the level of service being provided by the Agreement.*
- *Schedule "B": Describes the limit of liability and the terms and conditions.*
- *Schedule "C": Describes the equipment covered by the Agreement.*
- *Schedule "D": Describes the filter types, sizes, and frequency of changes.*

The service agreement price is \$\$7,300.00 per year, payable in equal semi-annually installments of \$3,650.00.

The first payment is due on the day coverage begins, 2022-09-01. Coverage shall continue for 1 year(s). This agreement can be renewed an additional 4 times with a 2% increase per year with both parties agreeing to the terms (30) days before the agreement expires.

The schedules attached to the Service Agreement constitute the entire agreement between the Contractor and the Customer. The service Agreement remains the property of the Contractor and is provided for the Customer's use only. This Service Agreement is subject to management approval by the Contractor. No waiver, change or modification of any terms or conditions shall be binding on Contractor unless made in writing and signed by the authorized management of Contractor.

This annual agreement shall continue in effect from year to year unless either party gives written notice to the other of intention not to renew thirty (30) days before the anniversary date.

BY: Brian Sears

OJS Building Services, Inc.

Brian Sears

DATE: June 8, 2022

BY: \_\_\_\_\_

City of Goshen Police Training Center

Board Of Public Works

DATE: \_\_\_\_\_

## **SCHEDULE A**

### **Performance Review**

A performance review is held with the Customer on an annual basis. Discussions include quality of work, and improvement suggestions. Items needing attention are addressed in a timely fashion.

### **Reports**

Each completed service call is documented by a contractor service report. This report is provided to the customer as evidence of the completed service showing each performed task.

### **Scheduled Tasks**

The service program is designed to provide continuing maintenance on the equipment listed in Schedule "C" of the Agreement. The tasks planned and scheduled are designed to provide for the long-term care of the customer's equipment.

Each service visit will be scheduled and prepared by the Contractors dispatch system. The contractor schedule includes specific tasks for each piece of equipment required to maintain the systems at peak efficiency.

### **Maintenance**

The run-time uses and application of the piece of equipment determine the equipment service frequency. This information, along with the manufacturer's recommendations and our experience assures the customer's equipment receives the most cost-effective maintenance in the industry.

### **Repair and Replacement**

The Contractor invoices for all labor, travel, and expenses to repair or replace worn or failed parts and for the parts and components separately from this Agreement.

The service agreement includes consumable materials such as lubricants, grease, cleaners, and clean-up materials. Replacement of parts and components is subject to the Owners approval and is invoiced separately from this Agreement.

### **Emergency Service**

The Contractor is on call and can provide all labor, travel and expenses, parts, and materials seven days a week twenty-four hours a day. Emergency Service is invoiced separately from this Agreement.

## **SCHEDULE B**

### **Terms and Conditions**

- The contractor agrees to perform all work professionally and to furnish only materials of good quality.
- The customer provides reasonable access to all areas and equipment and allows the Contractor to stop and start equipment as necessary to fulfill the terms of the Agreement.
- All maintenance tasks will be performed during the Contractor's normal working hours.
- The customer agrees to inform the Contractor immediately of problems found in the operation of the equipment.
- The customer agrees to pay and be responsible for any additional gross amount of any present or future sales, use, excise, value-added, or other similar tax, however, designated, applicable to the price, sale, or delivery of any products, services, or the work furnished hereunder or for their use by Contractor on behalf of the customer whether such tax shall be local, state, or federal in nature. This will include but not be limited to the recovery, recycling, reclamation, handling, and disposal of all refrigerants, and the additional costs incurred for refrigerant tax and/or increased costs due to shortages.
- Repair or replacement of non-maintainable parts of the system(s) such as, but not limited to, coils, heat exchangers, ductwork, piping, shell and tube, unit cabinets, boiler refractory material, insulating material, electrical wiring, hydronic and pneumatic piping, structural supports and other non-moving parts, are not included in this Agreement.
- If the equipment covered is altered, modified, changed, or moved this Agreement may be adjusted accordingly or terminated.

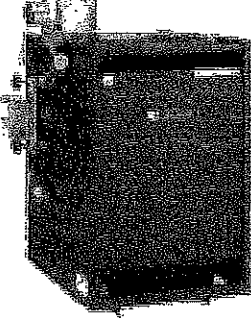
### **Limitations of Liability and Indemnities**

- The Contractor is not liable for damage or loss caused by delay in the installation or interrupted service due to fire, flood, a corrosive substance in the air, strike lockout, a dispute with workmen, inability to obtain material or services, commotion, war, an act of nature, or any other cause beyond Contractor reasonable control.
- In no event, whether as a result of a breach of contract, or any tort including negligence or otherwise is the Contractor or its suppliers, employees, or agents liable for any special, consequential, incidental, or penal damage including, but not limited to loss of profit or revenues, loss of use of any products, machinery, equipment, damage to associated equipment, cost of capital, cost of substitute products, facilities, services or replacement power, downtime costs, lost profits, or claims of Buyer's customers for such damages.
- No other warranty expressed, or other liability is given and no other affirmation of Contractor, by word or action, shall constitute a warranty. This warranty is expressly in lieu of any other express or implied warranty including any implied warranty of merchantability of fitness, and any other obligation on the part of Contractor.
- The Contractor's liability, if any, upon any warranty, either expressed or implied, is limited to replacement of defective materials and correction of faulty workmanship which is in violation of local, state, or federal building codes at the time of performance of the work by the Contractor.

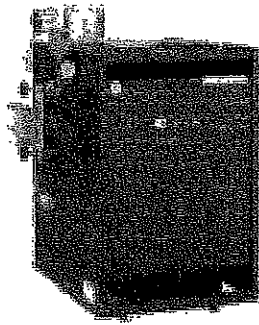
**SCHEDULE C**

Qty	Type	Size	Manuf.	Model	Serial	Location
2	Ductless Split(Outdoor)	2.5	Mitsubishi	MUZ-D30NA	3000301T & 3000343T	Building 1 Ground
1	Ductless Split(Outdoor)	2.5	Fujitsu	AOU-30RLXEH	BWP004080	Building 1 Ground
1	Ductless Split(Outdoor)	2.5	Fujitsu	AOU-30RGLX	UTP000862	Building 1 Ground
1	Gas Boiler	4.30	Lochinvar	KHB155N	2033-120429843	Building 1 Mech room
3	Standard Pumps	Grundfos	UPS15-58FC	P/N 59896341P1	Building 1 Mech room	
1	Electric Controllers		Johnson Controls	MUI	NA	Building 2 Lobby
1	Exhaust Fans	7.5	Titan	TA-116BIRAH RH	14770	Building 2 Ground N.
1	Standard Pumps	Armstrong	Unknown	Unknown	At Boiler	
1	Split System (Outside)	1.5	Bryant	116BNA018000BBA	45610E12660	Building 3 Ground
1	Split System (Inside)	1.5	Bryant	FE4ANF002	2510A91244	Building 3 Ceiling
1	Makeup Air Units	2000	Titan	TA-127NGHLHAR/8	14769	Building 2 Ground E.
1	Gas Boiler	6	Lochinvar	WBN050	B08H10054727	Building 3
1	Ductless Split(Outdoor)	4	Mitsubishi	MXZ-8B48NA	36U01866C	Building 2
8	Ductless Split(Outdoor)	3	Mitsubishi	MUZ-D36NA	2002079T, 72T, 81T, 76T, 80T, 75T, 84T & 85T	Building 2 Ground

**SCHEDULE D**

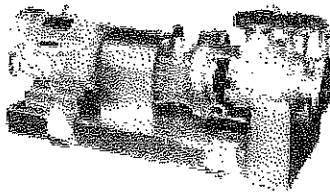
Qty	Type	Changes	Size	Manufacture	Unit Id
<b>Gas Boiler Maintenance Requirements</b>					
					
Part		Function		Tasks Required	
Burner Section		Heat transfer from fuel to heating medium		Check flame shape & composition Perform combustion testing Check draft Inspect & clean nozzles & orifices Adjust & calibrate air/fuel ratio Clean igniters & pilot	
Boiler Section		Store heating medium during heat transfer		Inspect for leaks Clean all surfaces Perform water check Perform chemical check	
Controls & Limits		Control fuel input to maintain desired temperature and safety		Perform operational tests & calibrations of: Control sequences, Hi-temp safety, Flame failure, Hi/Low fuel pressure, Low water blow down - fuel	
Relief Valve		Provides safety to system if controls fail		Ensure valve closes using try lever test	
Exhaust Flue		Provides route for combustion gases to exhaust		Flue gas analysis Clean & inspect for soot or corrosion	
Gas Train		Regulates fuel input to boiler		Check operation of safety valves Check main valve for proper operation Inspect for any leaks Check for gas shut off valve	

### Gas Boiler Maintenance Requirements



		Check gas for proper operation pressure valve
Gauges & Instruments	Indicates temperature status or pressure	Inspect for proper operation & calibration

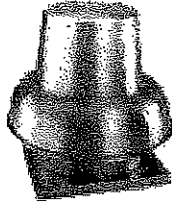
### Standard Pumps Maintenance Requirements



Part	Function	Tasks Required
Base	Support for pump	Check pump mounts for tightness/wear Inspect for corrosion
Motor	Provides source of energy to transfer medium through pump	Inspect coils & contacts Check current to motor Perform vibration test Lubricate bearings
Coupling	Links motor to pump	Check for proper alignment Inspect wear Inspect shaft Replace and/or realign
Impeller	Moves medium through pump into pipe system	Listen for proper operation Repair when required
Housing	Provides link to piping system	Check packing & seals for leaks Inspect gaskets - replace Lubricate drive shaft bearings Clean surface

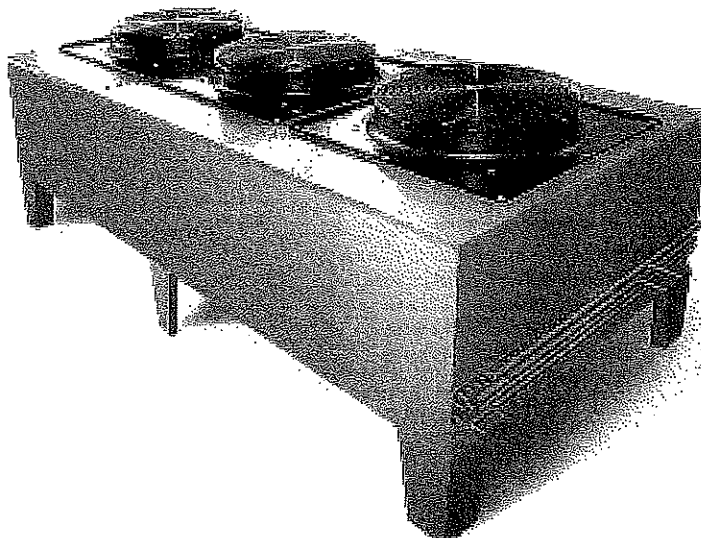


### Exhaust Fans Maintenance Requirements



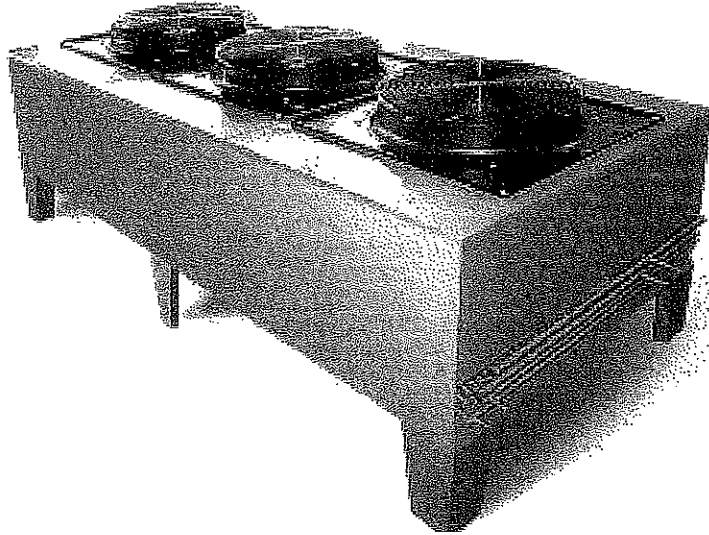
Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check current Check for vibrations
Belts & Pulleys	Links motor to fan	Check alignment of pulley Check wear of pulley & belts Check belt tension - replace as needed
Bearings	Supports fan shaft	Inspect for wear Lubricate when needed Replace if worn
Fan Blade	Drives air into space to be conditioned	Clean & inspect Check fan rotation Check for vibration
Housing	Drives air & controls velocity	Check mountings Clean dirt from surfaces

### Split System (Outside) Maintenance Requirements



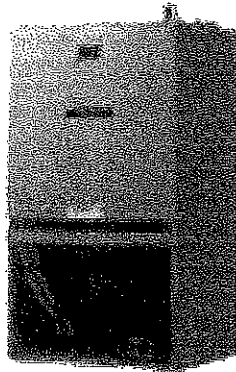
Part	Function	Tasks Required
Electrical Disconnect	Safety shutoff for primary power to unit	Inspect & clean contacts Check for proper operation

## Split System (Outside) Maintenance Requirements



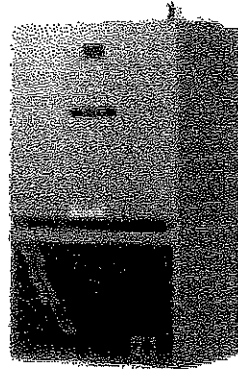
Condenser Fan	Moves air through condenser coil	Clean dirt accumulation Lubricate bearings Check for bearing wear Check drive coupling & belts Adjust tightness of belts
Condenser Coil	Converts refrigerant from high temperature, high pressure gas to low temperature, high pressure liquid Provides heat transfer	Clean fin surfaces Comb bent fins Check for leaks Check for corrosion
Compressor	Converts low temperature, low pressure gas to high temperature, high pressure gas	Check refrigerant charge Check crankcase heater Check for oil & refrigerant leaks Check oil level Change oil as needed Check for vibration Observe operating temperatures
Zone Control Actuators	Operates zone dampers by space thermostat	Inspect for proper operation Clean surfaces Adjust as needed

## Split System (Inside) Maintenance Requirements



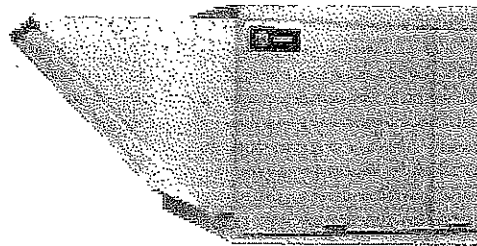
Part	Function	Tasks Required
Filter Section	Removes Particles from the air	Replace filters as needed
Fresh Air Damper(Economizer)	Provides source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Return Air Damper	Provides means of recirculating air	Check for proper operation Adjust & calibrate Lubricate bearings
Exhaust Air Damper	Provides outlet for exhaust air	Check for proper operation Adjust & calibrate Lubricate bearings
Return & Supply Fans	Circulates & returns air in the system Distributes air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation Check drive couplings tighten Check belts - replace Check alignment of shaft Check fan blade tightness
Return & Supply Fan Motors	Provides energy source to rotate fans	Inspect starter coils Inspect & clean contacts Tighten all electrical connections Check operating current & voltage Check for vibration Lubricate bearings Check motor insulation resistance Check motor mounts - tighten
Cooling Coil	Provides cool surface for heat transfer in air	Inspect & clean surfaces Comb bent fins Check for corrosion & leaks

### Split System (Inside) Maintenance Requirements



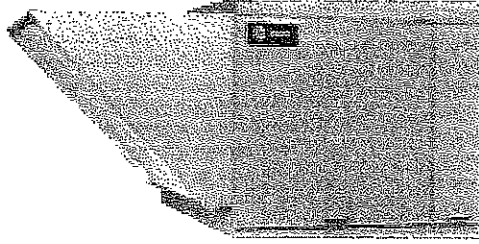
Burner Section	Provides combustion control Regulates fuel safety controls for heating section	Perform draft & combustion test Clean & inspect nozzles Clean & inspect blower Lubricate blower motor Test safety controls
Heating Section	Provides heat source for areas being served	Inspect & clean Check for corrosion Check for leaks

### Makeup Air Units Maintenance Requirements



Part	Function	Tasks Required
Motor	Drives fan	Inspect coil & contacts Check motor mounts Check current Check for vibration
Blower Housing	Provides a space to hold the blower wheel.	Check for vibration Check blade/wheel clearance
Filter Section	Removes particles from the air	Replace filters as needed
Fresh Air Damper	Provide a source of outside air	Check for proper operation Adjust & calibrate Lubricate bearings
Supply Fan	Circulates/distribute air into space	Lubricate bearings Check for bearing wear Clean dirt accumulation

## Makeup Air Units Maintenance Requirements



		<ul style="list-style-type: none"> <li>Check drive couplings</li> <li>Check shaft alignment</li> <li>Check fan blade clearance &amp; tightness</li> </ul>
Burner Section	<ul style="list-style-type: none"> <li>Provides combustion control</li> <li>Regulates fuel</li> <li>Safety controls for heating</li> </ul>	<ul style="list-style-type: none"> <li>Perform draft &amp; combustion test</li> <li>Clean &amp; inspect nozzles</li> <li>Clean &amp; inspect bower</li> <li>Lubricate blower motor</li> <li>Test safety controls</li> </ul>
Heating Section	<ul style="list-style-type: none"> <li>Provides heat source for served space</li> </ul>	<ul style="list-style-type: none"> <li>Inspect &amp; clean</li> <li>Check for corrosion</li> <li>Check for leaks</li> </ul>
Belts & Pulleys	<ul style="list-style-type: none"> <li>Connects fan motor to fan</li> </ul>	<ul style="list-style-type: none"> <li>Check alignment</li> <li>Check for wear</li> <li>Check belt tension - replace as needed</li> </ul>



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

August 1, 2022

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Right of Entry Agreements

The City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision. As part of this project, it is necessary for the City to remove the existing berm constructed upon the rear yard of the real estate of the property owners located on the south side of Lighthouse Lane, construct a swale within the City's existing 25-foot stormwater drainage easement that extends along the southern boundary of the parcels of real estate, and grade and stabilize the rear yards. The City has requested a temporary right of entry upon the following property owners' real estate in order to perform this work.

1. Sharon Price and Michael Price, Husband and Wife
2. Ruth Borntreger
3. Samuel Gutierrez Rangel
4. Edward J. Plug and Irma O. Plug, Husband and Wife
5. Jesus E. Araujo Gutierrez and Agny C. Medina De Araujo, Husband and Wife
6. Tyler Kevin Rothhaar and Lillian Rothhaar, Husband and Wife
7. Kirk J. Manring and Crystal A. Manring, Husband and Wife
8. Scott J. Sloat and Celeste A. Sloat, Husband and Wife
9. Carlos Avelar and Tania Samra, Tenants by the Entirety
10. The Crossing Development LLC

It is recommended that the Board approve the Right of Entry Agreements and authorize the Mayor to execute the Agreements on behalf of the City.

### Suggested Motion:

Move to approve the attached Right of Entry Agreements for the stormwater project in The Crossing subdivision, and authorize the Mayor to execute the Agreements on behalf of the City.

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Sharon Price and Michael Price**, Wife and Husband, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1936 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty (20) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Sharon Price

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

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

\_\_\_\_\_  
Michael Price

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



## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as "City," and **Ruth Borntreger**, hereinafter referred to as "Property Owner".

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as "the Project."

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner's real estate, construct a swale within City's existing twenty-five foot (25') wide stormwater drainage easement that extends along the southern boundary of Property Owner's real estate, and grade and stabilize Property Owner's rear yard, hereinafter referred to as "the Work."

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City's employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City's employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner's real estate located **1928 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-one (21) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City's employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner's real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

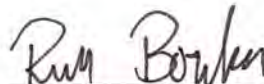
IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

Property Owner



\_\_\_\_\_  
Ruth Borntreger

Date: 7-22-2022

**RIGHT OF ENTRY AGREEMENT**

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as "City," and **Samuel Gutierrez Rangel**, hereinafter referred to as "Property Owner".

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as "the Project."

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner's real estate, construct a swale within City's existing twenty-five foot (25') wide stormwater drainage easement that extends along the southern boundary of Property Owner's real estate, and grade and stabilize Property Owner's rear yard, hereinafter referred to as "the Work."

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City's employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

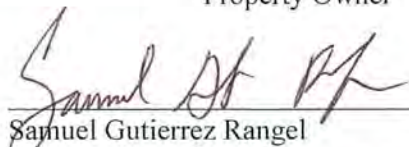
1. Property Owner grants City, including City's employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner's real estate located **1922 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
 Lot Numbered Twenty-two (22) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City's employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner's real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

  
\_\_\_\_\_  
Samuel Gutierrez Rangel

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

Date: 07/21/2022

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Edward J. Plug and Irma O. Plug**, Husband and Wife, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1916 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-three (23) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Edward J. Plug

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

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

\_\_\_\_\_  
Irma O. Plug

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



**RIGHT OF ENTRY AGREEMENT**

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as "City," and **Jesus E. Araujo Gutierrez and Agny C. Medina De Araujo**, Husband and Wife, hereinafter referred to as "Property Owner".

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as "the Project."

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner's real estate, construct a swale within City's existing twenty-five foot (25') wide stormwater drainage easement that extends along the southern boundary of Property Owner's real estate, and grade and stabilize Property Owner's rear yard, hereinafter referred to as "the Work."

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City's employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

- Property Owner grants City, including City's employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner's real estate located **1910 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
 Lot Numbered Twenty-four (24) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
- This right of entry shall permit the City, including City's employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner's real estate a result of or in connection with the Work performed under this right of entry agreement.
- This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

*Jesus E. Araujo*  
\_\_\_\_\_  
Jesus E. Araujo Gutierrez

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

Date: 07-21-22  
*Agny C. Medina de Araujo*  
\_\_\_\_\_  
Agny C. Medina De Araujo  
Date: 07/21/22

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Tyler Kevin Rothhaar and Lillian Rothhaar**, Husband and Wife, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1824 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-five (25) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Tyler Kevin Rothhaar

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

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

\_\_\_\_\_  
Lillian Rothhaar

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

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Kirk J. Manring and Crystal A. Manring**, Husband and Wife, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1818 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-six (26) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Kirk J. Manring

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

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

\_\_\_\_\_  
Crystal A. Manring

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

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Scott J. Sloat and Celeste A. Sloat**, Husband and Wife, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1812 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-seven (27) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

Property Owner

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Scott J. Sloat

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

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

\_\_\_\_\_  
Celeste A. Sloat

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



## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as "City," and **Carlos Avelar and Tania Samra**, Tenants by the Entirety, hereinafter referred to as "Property Owner".

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as "the Project."

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner's real estate, construct a swale within City's existing twenty-five foot (25') wide stormwater drainage easement that extends along the southern boundary of Property Owner's real estate, and grade and stabilize Property Owner's rear yard, hereinafter referred to as "the Work."

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City's employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City's employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner's real estate located **1744 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-eight (28) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City's employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner's real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.


IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

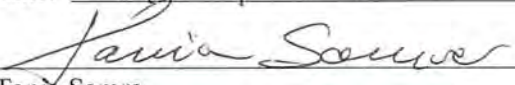
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

Property Owner

  
\_\_\_\_\_  
Carlos Avelar

Date: 7/21/2022

  
\_\_\_\_\_  
Tania Samra

Date: 7/21/2022

## RIGHT OF ENTRY AGREEMENT

THIS RIGHT OF ENTRY AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, between the **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana, by its Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **The Crossing Development LLC**, an Indiana limited liability company, hereinafter referred to as “Property Owner”.

WHEREAS City is constructing a stormwater project to improve drainage and stormwater retention facilities in The Crossing subdivision and upon the real estate to the south of The Crossing, hereinafter referred to as “the Project.”

WHEREAS as part of the Project, it is necessary for City to remove the existing berm that was constructed upon the rear yard of Property Owner’s real estate, construct a swale within City’s existing twenty-five foot (25’) wide stormwater drainage easement that extends along the southern boundary of Property Owner’s real estate, and grade and stabilize Property Owner’s rear yard, hereinafter referred to as “the Work.”

WHEREAS Property Owner is willing to grant a temporary right of entry to allow City and City’s employees, agents, and contractors entry upon the described real estate for the purpose of proceeding with the Project and performing the Work.

NOW, THEREFORE, City and Property Owner agree as follows:

1. Property Owner grants City, including City’s employees, agents, and contractors, specifically including HRP Construction, Inc., the right to enter upon the Property Owner’s real estate located **1740 Lighthouse Lane, Goshen, Indiana**, and more particularly described as follows:  
  
Lot Numbered Twenty-nine (29) as the said Lot is known and designated on the recorded Plat of The Crossing, a subdivision in Elkhart Township, Elkhart County, Indiana, as per plat thereof recorded December 26, 2007 in Plat Book 32, page 37, and as Instrument No. 2007-35154, in the Office of the Recorder of Elkhart County, Indiana.
2. This right of entry shall permit the City, including City’s employees, agents and contractors, specifically including HRP Construction, Inc., to enter upon the above described real estate of Property Owner for the purpose of proceeding with the Project and performing the Work. City shall promptly pay for or otherwise rectify any damages that may be caused to Property Owner’s real estate a result of or in connection with the Work performed under this right of entry agreement.
3. This right of entry shall be effective when fully executed by the Property Owner and City, and the term of this right of entry shall terminate December 31, 2022 or upon completion of the Work, whichever occurs first.

IN WITNESS THEREOF, the undersigned have executed this Right of Entry Agreement on the dates set forth below.

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

The Crossing Development LLC

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

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

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

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

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



**Water Utility  
CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185  
waterseweroffice@goshencity.com • www.goshenindiana.org

07/29/22

### **Request for Road Closure on Wilden Avenue**

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be disconnecting utilities for 4 homes on Wilden Avenue. For the safety of the work crews and the public, the City is requesting permission to close Wilden Avenue, between North 1<sup>st</sup> Street and North 2<sup>nd</sup> Street to thru traffic, on Tuesday 8/02/22, starting 7:00 am, and reopening for traffic on Thursday evening 8/04/22. See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.







**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **KERCHER ROAD LANE RESTRICTIONS AND TRAIL CLOSURE  
(JN: 2022-0022)**

DATE: August 1, 2022

---

Niblock has requested permission to shift the eastbound lane and close the pedestrian trail along Kercher Road from Messick Drive to Southside Park Court, from August 8 to September 3, 2022. Two-way traffic will be maintained with two, 12-foot-wide lanes. All necessary traffic control devices and temporary pavement markings will be utilized. The lane restrictions and closure are being requested as part of the Kercher Road Storm Sewer Crossing project.

**Requested motion: Move to approve lane restrictions and trail closure along Kercher Road from August 8 until September 3, 2022.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

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



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **TCS/FRONTIER TRAFFIC RESTRICTION – FIBER INSTALLATION ON CHICAGO AVE. BETWEEN PIKE ST. AND RIVERSIDE BLVD.**

DATE: August 1, 2022

---

TCS Communications, LLC., working for Frontier Communication, has requested a lane restriction for the purpose of installing fiber conduit along Chicago Avenue.

1) The limits of the work zone are from Pike Street to Riverside Boulevard.

Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

**Requested Motion: Approve lane restriction on Chicago Avenue, beginning August 2 through August 12, 2022, for the installation of fiber.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
DeWayne Riouse, Member

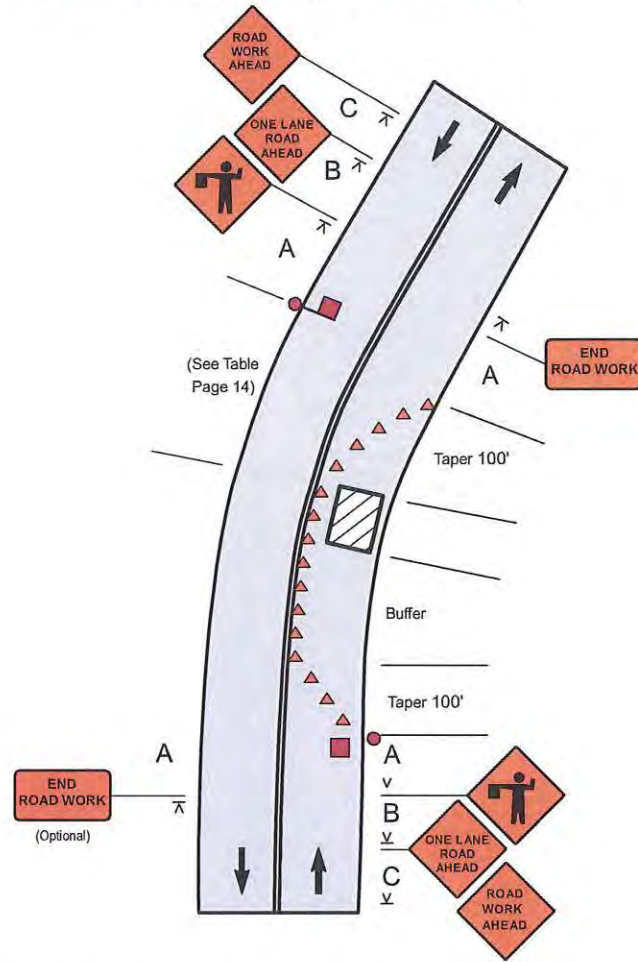
\_\_\_\_\_  
Mary Nichols, Member

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

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



**Lane Closure on a Two-Lane Road**  
**(Two Flagger Operation)**  
*(Short Term Stationary – 1 to 12 hours)*



**Notes:**

1. The flagger or flaggers shall use approved flagging procedures according to the IMUTCD and as shown on page 76.
2. If there is a side road intersection within the work area, additional traffic control, such as flaggers and appropriate signage, may be needed on the side road approaches.

Speed Limit (mph)	Sign Spacing A (ft)	Sign Spacing B (ft)	Sign Spacing C (ft)	Buffer (ft)
25	100	100	100	160
30	100	100	100	200
35	350	350	350	280
40	350	350	350	320
45	500	500	500	360
50	500	500	500	440
55	500	500	500	520
60	1000	1600	2640	600





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY LANE RESTRICTIONS ON W. JEFFERSON  
(JN: 2021-2044)**

DATE: August 1, 2022

---

Schrock Commercial has notified the engineering department of requested lane restrictions associated with utility connections for the future establishment, Barecito. They have requested Jefferson Street between 3<sup>rd</sup> and Main to be closed to eastbound traffic from August 2<sup>nd</sup> through August 4<sup>th</sup>.

**Requested Motion: Approve the closure of eastbound Jefferson Street from August 2<sup>nd</sup> through August 4<sup>th</sup>, for utility connections to 114 W. Jefferson Street.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

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

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
DeWayne Riouse, Board Member

\_\_\_\_\_  
Barb Swartley, Board 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: Goshen Engineering Department

RE: **WILDEN AVENUE RECONSTRUCTION – CONTRACTOR STAGING AREA  
INDEMNITY AGREEMENT (JN:2014-0035)**

DATE: August 1, 2022

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The Wilden Avenue Reconstruction project is scheduled to begin construction this week. Due to limited space within the project limits, Rieth-Riley intends to use the vacant City property at 908 N 6<sup>th</sup> Street for staging of construction equipment and materials.

Attached please find the indemnity agreement with Rieth-Riley for use of the City-owned property. Included in the agreement are requirements to incorporate the staging area in the project Stormwater Quality Control Plan and restore the area after construction is complete.

**Requested Motion:** Move to approve and authorize the mayor to sign the indemnity agreement with Rieth-Riley Construction Co, Inc. for use of the vacant City property at 908 N 6<sup>th</sup> Street for construction staging.

## INDEMNITY AGREEMENT

THIS INDEMNITY AGREEMENT is entered into on this \_\_\_\_ day of August, 2022, between the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("City"), and Reith Riley Construction Co., Inc. ("Indemnitor").

WHEREAS City owns the real estate located at 908 N. 6<sup>th</sup> Street, Goshen, Indiana, depicted on the map attached hereto and made a part hereof as Exhibit A ("Real Estate").

WHEREAS Indemnitor wishes to utilize the Real Estate for the purpose of a staging area for equipment and materials that Indemnitor will be using during the Wilden Reconstruction project, from the date this agreement is executed by all parties, through the project's completion date or December 31, 2023, whichever event occurs first.

1. City agrees to allow Indemnitor to utilize the Real Estate for the purpose of a staging area for equipment and materials that Indemnitor will be using during the Wilden Reconstruction project, from the date this agreement is executed by all parties, through the project's completion date or December 31, 2023, whichever event occurs first.

2. City agrees that no payment will be made by Indemnitor for the use of the Real Estate, so long as the Real Estate is used for the sole purpose intended and described in this agreement from the date of execution of this agreement through December 31, 2023.

3. Indemnitor agrees to assume all risk and responsibility for any accident, injury, or damage to person or property arising from Indemnitor's entry into and activity upon the Real Estate. Indemnitor agrees to indemnify and hold harmless the City, its successors and assigns, from and against any and all obligations, liability, liens, claims, demands, damages, expenses, fees, costs, fines, penalties, suits, losses, judgments, proceedings, actions, and causes of action of any and every kind and nature, including without limitation, any damage or injury to person or property and all costs, attorneys' fees, and expenses incurred in connection therewith, arising or growing out of or in any way connected with the Indemnitor's employees, agents, and business invitees, entrance into, activity upon, and exit from the Real Estate.

4. City makes no warranty, express or implied that the Real Estate is suitable for the Indemnitor's intended use of the Real Estate. Indemnitor has made its own inspection of the Real Estate and relies solely on Indemnitor's observations in deciding to utilize the Real Estate.

5. Indemnitor shall keep the Real Estate in a clean and orderly condition during the duration of its utilization of Real Estate. Indemnitor shall make all reasonable efforts to maintain the Real Estate in a manner that does not negatively affect the surrounding residences or church. City assumes no responsibility of the maintenance of Real Estate.

6. Indemnitor shall remove any materials and/or equipment from the Real Estate upon its completion of use of the Real Estate, and restore the Real Estate to the condition of the

Real Estate as it existed as of the execution of this agreement at the Indemnitor's sole cost and expense.

7. Indemnitor shall access Real Estate by way of 6<sup>th</sup> Street.

8. Indemnitor will amend its Stormwater Pollution Prevention Plan (SWAPP) to include Real Estate.

9. This agreement shall be construed in accordance with and governed by the laws of the State of Indiana. In the event that legal action is brought to enforce or interpret the terms of and conditions of this agreement, the proper venue for such action will be in a court of competent jurisdiction in Elkhart County, Indiana.

10. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

11. In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.

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

13. This agreement constitutes the entire agreement between the parties relative to the use of 908 N. 6<sup>th</sup> St., and supersedes all other agreements or understanding between City and Indemnitor relative thereto.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

**City of Goshen, Indiana**

**Through its Board of Public Works and Safety**

**Reith Riley Construction Co., Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

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

Its: \_\_\_\_\_

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **BLOCK 3 PARKING SPOTS IN CITY HALL FOR VAULT FILLING/STEPS**

DATE: August 1, 2022

---

It is requested that 3 parking spaces along the southwest corner of the City Hall parking lot be blocked beginning today, Monday, August 1<sup>st</sup>, to serve as a staging area for Vander Wey and Sons as they fill the vault and rebuild the front steps of City Hall. The spots will be needed until the work is complete, which is expected to take approximately 3 – 4 weeks.

**Requested Motion: Approve the closure of 3 parking spaces in the southwest corner of City Hall for a staging area for the contractor filling the vault and rebuilding the steps.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

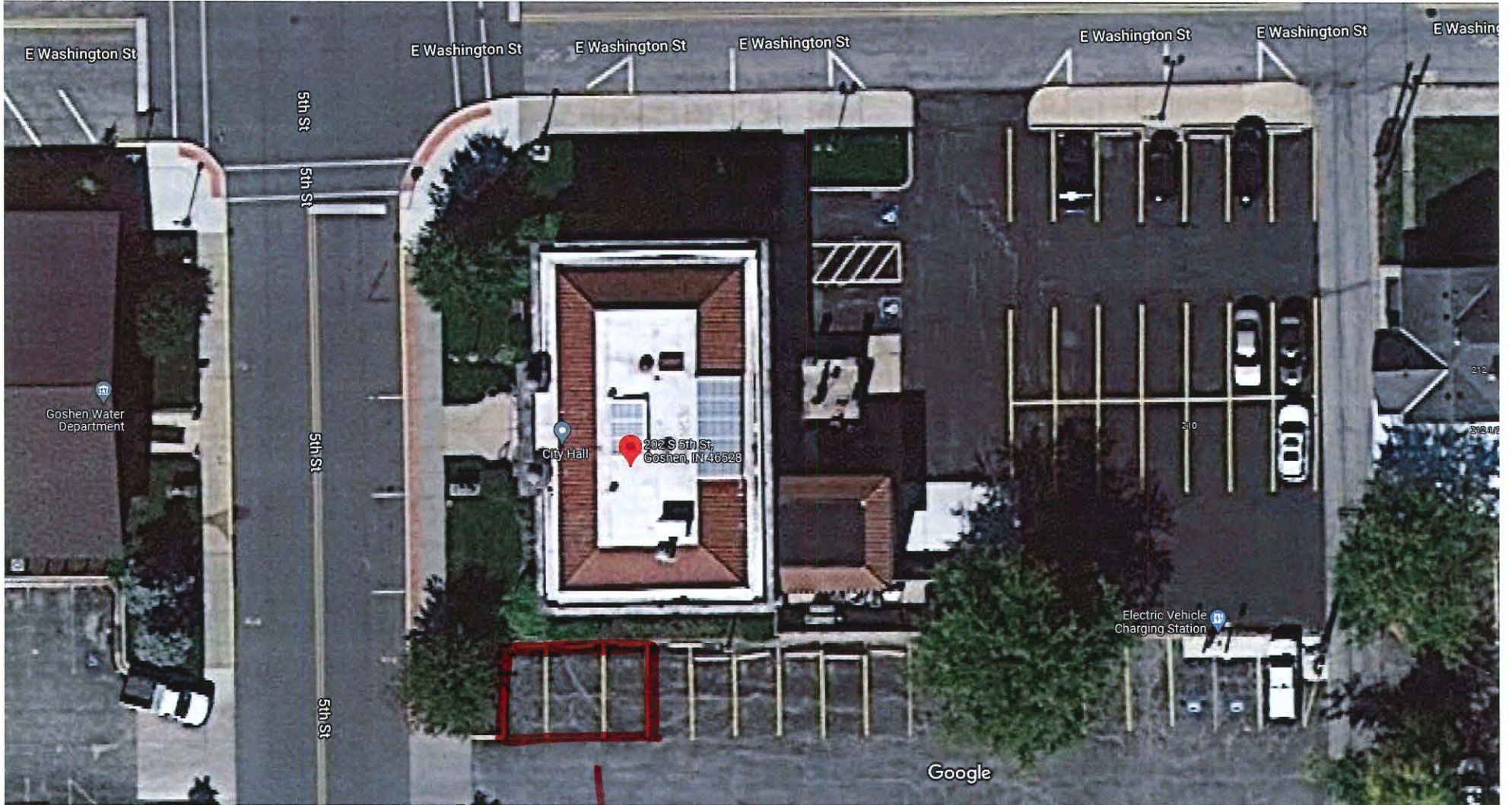
\_\_\_\_\_  
Barb Swartley, Member

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

\_\_\_\_\_  
DeWayne Riouse, Member

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





3 parking spaces  
to be closed.



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering Department

RE: **NORTH INDIANA AVE. RECYCLING DROP-OFF SITE – STAKING AGREEMENT (JN: 2021-0035)**

DATE: August 1, 2022

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The Goshen Engineering Department is requesting the Board of Works approve an agreement with Abonmarche Consultants, Inc. to stake the North Indiana Avenue Recycling Drop-off Site. The agreement will be paid at hourly rates shown in the agreement with a not to exceed amount of \$7,200.00. The construction of the project will be performed by the City of Goshen Water and Sewer Department.

**Requested Motion: Approve agreement with Abonmarche Consultants, Inc. for \$7,200.00 to provide staking for the construction of the recycling drop-off site on N. Indiana Avenue.**



## **AGREEMENT**

### **North Indiana Avenue Recycling Drop-Off Site Job Number: 2021-0035**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Abonmarche Consultants Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, 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 following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to Construction worksite staking for recycle drop-off site, Job Number 2021-0035 (hereinafter referred to as “Duties”).

Contractor’s Duties under this agreement include staking of the proposed recycling drop-off site using industry standards and methods. The proposed approach, lane/parking/bin area, storm structure and retention basin shall be staked with a wood hub and lathe set at a 5’ offset. The proposed grades shall be clearly printed on the hub and/or lathe. Established benchmarks located at the Waste Water Treatment Plant and railroad crossing shall be used for vertical control. The benchmark information is provided on the project plans. Any required temporary horizontal controls shall be established as part of the agreement. Grades shall be staked a minimum of two times, once for rough grading and once for fine grading.

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

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties within thirty (30) calendar days of the date of the notice to proceed.

**Section 3. Compensation**

- (A) City will compensate Contractor for the duties performed based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed Seven Thousand Two Hundred Dollars (\$7,200) for the respective Duties. Contractor’s standard hourly rates are as follows:

Principal .....	\$240
Survey Manager .....	\$190
Project Surveyor.....	\$140
CADD Technician.....	\$105
Survey Crew.....	\$175
Administrative Assistant .....	\$80

**Section 4. Payment**

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

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

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

**Section 5. Ownership of Documents**

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

**Section 6. Licensing/Certification Standards**

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

## **Section 7. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. 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 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 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: Abonmarche Consultants Inc.  
303 River Race Drive, Unit 206  
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 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

**Abonmarche Consultants, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

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

\_\_\_\_\_  
Michael A. Landis, Member

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

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

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

\_\_\_\_\_  
Barbara Swartley, Member

\_\_\_\_\_  
DeWayne Riouse, Member

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





**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **WEST GOSHEN CROSSING SUBDIVISION DRAINAGE IMPROVEMENTS  
CHANGE ORDER NO. 1 (JN: 2020-0033)**

DATE: August 8, 2022

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During the grading of Basin 3, HRP found a catch basin that was not shown on the plans. The catch basin is sticking out of the ground and will need to be removed. Once removed the 2 pipes will need to be plugged with 2 FT of concrete and bricks.

The approval of Change Order No.1 is for \$1,938.93 which raises the total project cost to \$1,368,029.16 and is a 0.14% increase.

**Requested motion: Approve Change Order No. 1 in the amount of \$1,938.93, which is a 0.14% increase to allow HRP to complete the above work.**

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

OWNER: City of Goshen  
PROJECT NAME: West Goshen Crossing Subdivision Drainage Improvements  
PROJECT NUMBER: 2020-0033  
CONTRACTOR: HRP

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

During the grading of Basin 3, HRP found a catch basin that was not shown on the prints. The catch basin will need to be removed from the basin and the 2 pipes will need to be plugged with 2 ft of concrete and bricks.

CO1.1	Remove catch basin, plug 2 pipes	1 LUM	@ \$1,938.93	\$1,938.93
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Subtotal - \$1,938.93

**II. ADJUSTMENTS IN AMOUNT OF CONTRACT**

1. Amount of original contract		\$1,366,090.23
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers	0 to <u>1</u>	\$0.00
3. Amount of Contract, not including this supplement		\$1,366,090.23
4. Addition/ <del>Reduction</del> to Contract due to this supplement		\$1,938.93
5. Amount of Contract, including this supplemental		\$1,368,029.16
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)		\$1,938.93
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>1</u> (Line 6 divided by Line 1)		0.14%

**III. CONTRACT SUPPLEMENT CONDITIONS**

- The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 1 **calendar day**, making the final completion date November 2, 2022.
- 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 NA, 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.
- 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.
- 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 furnish 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 (0.14) percent.

**RECOMMENDED FOR ACCEPTANCE**

\_\_\_\_\_  
Dustin Sailor, PE

**ACCEPTED:** Board of Works and Safety  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
HRP Construction

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

\_\_\_\_\_  
Printed

**THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY**

**NOTICE OF CONTINUED HEARING**

July 12, 2022

To: Dorma L. Metzger  
206 N. Main Street  
Goshen, IN 46528

RE: Vault located at 206 N. Main Street

The hearing scheduled for July 18, 2022 will be continued until Monday **August 1, 2022 at 2:00 p.m.** for the purpose of determining further compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



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Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528