

**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE OCTOBER 10, 2022 REGULAR MEETING**

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

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

Absent: Mary Nichols

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:02 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Oct. 3, 2022 regular meeting with a correction on the action for agenda item #2, as suggested by Clerk-Treasurer Aguirre. **Board member Mike Landis moved to approve the minutes as suggested and the motion was seconded by Board member DeWayne Riouse. Motion passed 4-0.**

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the addition of new item #6. **ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022. Board member Landis moved to approve the agenda as suggested and Board member Riouse seconded the motion. Motion passed 4-0.**

1) Police Department: Promotion of Austin M. Everage from Sergeant to Lieutenant, retroactive to Sept. 7, 2022

Goshen Police Chief José Miller asked the Board to approve the promotion of Austin M. Everage from the rank of Sergeant to the rank of Lieutenant.

Chief Miller said a recent Lieutenant position opened up on patrol and Everage has been selected to fill the vacancy. He asked to have the promotion be retroactive to Friday, Sept. 7, 2022.

Landis/Riouse moved to approve the promotion of Austin M. Everage from the rank of Sergeant to the rank of Lieutenant, retroactive to Sept. 7, 2022. Motion passed 4-0.

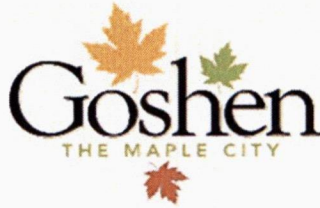
After his approval, Mayor Stutsman swore Austin M. Everage into office as a Goshen Police Lieutenant.

2) Legal Department: Agreement with Koorsen Fire and Security, Inc. for 5-year FCD Hydro sprinkler system inspection

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute the agreement with Koorsen Fire and Security, Inc. regarding the five-year FCD Hydro sprinkler system inspection at a cost of \$495 for this one-time service.

The inspection and work at the City Street Department will include draining the fire sprinkler system, inspecting and installing new components, testing the system and refilling the sprinkler system and checking for leaks.

Landis/Riouse moved to approve and authorize Mayor Stutsman to execute the agreement with Koorsen Fire and Security, Inc. regarding the five-year FCD Hydro sprinkler system inspection at a cost of \$495 for this one-time service. Motion passed 4-0.



3) Legal Department: Agreement with Cummins Sales and Service, Inc., for maintenance of generators at multiple city sites

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Cummins Sales and Service, Inc., for the maintenance of generators at multiple city sites. Cummins Sales and Service, Inc. will be paid \$26,789.77 for the service.

The company's duties under the agreement include: maintenance inspection with oil samples; full maintenance service and full maintenance service with a 2-hour load bank test. The work will take place at 26 City locations.

Landis/Riouse moved to approve and execute the agreement with Cummins Sales and Service, Inc., for the maintenance of generators at multiple city sites. Cummins Sales and Service, Inc. will be paid \$26,789.77 for the service. Motion passed 4-0.

4) Legal Department: Amended agreement with Abonmarche Consultants, Inc. for an expanded drainage study adjacent to the Keaffaber property, located between Berkey Avenue and SR 119

City Attorney Bodie Stegelmann asked the Board to approve and authorize Mayor Stutsman to execute Amendment No. 1 to the Agreement with Abonmarche Consultants, Inc., for the expansion of services for a drainage study on the Keaffaber property, which is located between Berkey Avenue and SR 119, to include the Humbarger and Pollock property at an additional cost \$6,500. This is in addition to \$18,800 for the field Survey and Drainage Study already under contract.

On June 27, 2022, the Board approved and executed an agreement with Abonmarche for the Cherry Creek Drainage Study. It was agreed Abonmarche would be paid a lump sum amount of \$18,800 for a survey, study and report on the Keaffaber property, which is adjacent to Westoria Subdivision and Goshen Intermediate School. The subject 75-acre property consists of four (4) parcels containing open farmland and woods. The property is proposed to include a mixed-use residential development tentatively called "Cherry Creek, Goshen."

Note: The City Attorney distributed to the Board copies of Professional Services Agreement #1 (Scope of Services) between the City of Goshen and Abonmarche Consultants for the expansion of services of the drainage study of the Keaffaber Property (**EXHIBIT #1**), which was mistakenly omitted from the Board's agenda packet.

Board member Landis asked how the amended agreement came about. **City Director of Public Works & Utilities Dustin Sailor** said during its work, Abonmarche staff determined that to complete its field survey and drainage study, it was advisable to expand the area being evaluated.

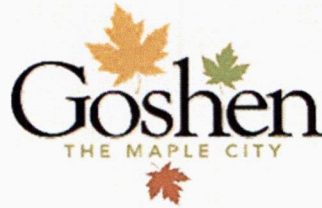
Landis/Riouse moved to approve and authorize Mayor Stutsman to execute Amendment No. 1 to the Agreement with Abonmarche Consultants, Inc., for the expansion of services for a drainage study on the Keaffaber property located between Berkey Avenue and SR 119 to include the Humbarger and Pollock property at an additional cost \$6,500. Motion passed 4-0.

5) Legal Department: Agreement with The Davenport Group USA, Ltd for software implementation services

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with The Davenport Group USA, Ltd., for software implementation services. The company will be paid an hourly rate not to exceed \$6,696.00 for the services.

Newcomer added that on-site training may be added to the agreement at an additional cost at some point.

Davenport will provide software configuration, programming, testing, setup, and project management, and other tasks related to configuring the LAMA (LAnd MAnagement) software for the City's ordinance violation bureau.



Davenport will implement workflows, forms, code sections, tiers, and fees in Lama to address the requirements of the City's three code enforcement officers who are currently licensed users in LAMA. Additional LAMA user licenses may be required for users that do not currently use this software.

NOTE: Before the meeting, City Paralegal Carla Newcomer provided the Board with a revised copy of the agreement between the City of Goshen and The Davenport Group USA, Ltd for software implementation services (**EXHIBIT #2**).

Board member Landis asked about the projected cost of the project and how the company developed its estimate.

City Attorney Stegelmann said he believes the company estimated the number of hours considered necessary to complete the project, but that the Legal Department doesn't review the actual claims. **City Director of Public Works & Utilities Dustin Sailor** said the company bills per hour instead of a fixed fee. Asked by Landis if the Department monitors the hours to make sure they are not exceeded, Sailor said the Engineering Department does that. In response to another question from Landis, Sailor said some companies do charge less than the maximum allowed.

Landis/Riouse moved to approve and execute the agreement with The Davenport Group USA, Ltd., for software implementation services. Motion passed 4-0.

6) ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022.

Sailor said Ritschard Brothers construction requested the closure to install a new sewer tap for the Green Oaks Assisted Living site development. He said traffic will be detoured via Main Street, Wilden Avenue and Michigan Avenue.

Note: Before the meeting, City Director of Public Works & Utilities Dustin Sailor provided the Board with a memorandum from the Engineering Department requesting that the Board approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022, to install a new sewer tap for the Green Oaks Assisted Living site development (**EXHIBIT #3**).

Landis/Riouse moved to approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022. Motion passed 4-0.

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

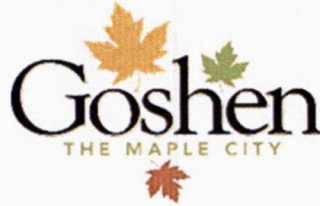
Mayor Stutsman opened Privilege of the Floor at 2:14 p.m.

Clerk-Treasurer Richard R. Aguirre told the Board that today was the last work day for **Carla Newcomer**, a paralegal with the City Legal Department. He said Newcomer has worked for the City for six years and two months and has provided good service. Aguirre said he didn't want this occasion to pass without some notation of Newcomer's contributions.

Aguirre said that in his 15 months with the City, he has found Newcomer to be a competent, knowledgeable, professional and conscientious employee who has had a hand in hundreds of legal agreements and has coordinated the sometimes frustrating Building Commissioner orders for properties that badly needed repairs or demolition. He said he has been amazed by Newcomer's patience.

On behalf of the Clerk-Treasurer's Office, **Aguirre** said he wanted to acknowledge Carla Newcomer and presented her with a small token of the staff's affection (a bouquet of flowers).

Audience members applauded and Mayor Stutsman thanked Carla Newcomer.



There were no further public comments, so Mayor Stutsman closed Privilege of the Floor at 2:16 p.m.

As all matters before the Board of Public Works & Safety were concluded, board members 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 2:16 p.m.

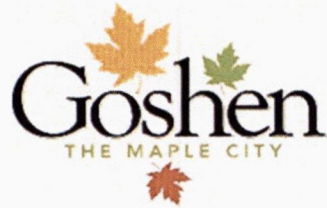
EXHIBIT #1: A copy of the Professional Services Agreement #1 (Scope of Services) between the City of Goshen and Abonmarche Consultants for the expansion of services for a drainage study of the Keaffaber Property. City Attorney Bodie Stegelmann distributed the agreement, which was mistakenly omitted from the Board's agenda packet for item 4) Legal Department: Amended agreement with Abonmarche Consultants, Inc. for an expanded drainage study adjacent to the Keaffaber property, located between Berkey Avenue and SR 119.

EXHIBIT #2: A copy of the revised agreement between the City of Goshen and The Davenport Group USA, Ltd for software implementation services, which City Paralegal Carla Newcomer provided the Board before the meeting for agenda item 5) Legal Department: Agreement with The Davenport Group USA, Ltd for software implementation services.

EXHIBIT #3: A copy of a memorandum from the Engineering Department requesting that the Board approve the closure of Johnston Street, just west of Woodridge Court, from Oct. 11 to Oct. 15, 2022, to install a new sewer tap for the Green Oaks Assisted Living site development. Before the meeting, City Director of Public Works & Utilities Dustin Sailor provided the memorandum for added agenda item 6) ENGINEERING DEPARTMENT: Request to partially close Johnston Street, Oct. 11-15, 2022.

APPROVED

Mayor Jeremy Stutsman



Michael A Landis

Mike Landis, Member

Mary Nichols

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley

Barb Swartley, Member

ATTEST

Richard R. Aguirre

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**PROFESSIONAL SERVICES AGREEMENT AMENDMENT NO. 1
CITY OF GOSHEN
KEAFFABER PROPERTY (CHERRY CREEK) DRAINAGE STUDY
(ABONMARCHE PROJECT NO. 22-1120)**

This Amendment to our Agreement entered into July 5, 2022, between the City of Goshen and Abonmarche Consultants, Inc.

AMEND SCOPE OF SERVICES

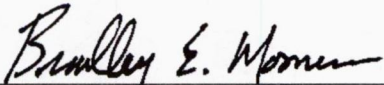
The drainage analysis and report shall be expanded to include the Humbarger and Pollock property to the north to help with stormwater detention storage. This property in conjunction with the Keaffaber property will each have a detention facility interconnected with a larger structure under Berkey Avenue. By using both properties, the detention storage on the Keaffaber property can be reduced to approximately 20 acres which will be confirmed with this amendment. The capacity of the existing culverts under Redspire Boulevard in the Gardens Subdivision to the north will be used as the controlled release from the stormwater detention facilities. This amendment also includes the following objectives.

- Field survey to locate, measure, and obtain elevations of the existing culverts under Redspire Boulevard in order to calculate capacity.
- Utilize published contour elevations available from the Elkhart County GIS and the State of Indiana Lidar to estimate the drainage area on the north side of Berkey Avenue and add to the base map.
- Utilize published soils information for the north side of Berkey Avenue on the Humbarger and Pollock property to estimate curve numbers.
- Add the north side of Berkey Avenue to the drainage calculations and model both drainage facilities with a larger culvert under Berkey Avenue to determine the required detention storage volumes, peak storage elevations, and release rate(s).
- Add the Humbarger and Pollock property to the final written report of findings to review with the client and include a one-time revision after meeting with the client.

AMEND FEES FOR SERVICES

		<u>Contract</u>	<u>Amendment #1</u>	<u>Total</u>
Task #1	Field Survey and Drainage Study	\$ 18,800	\$ 6,500	\$ 25,300
				(Lump Sum)

ABONMARCHE CONSULANTS, INC.

 09-19-2022

 Bradley E. Mosness, PE Date
 Vice President

AGREEMENT

SOFTWARE IMPLEMENTATION SERVICES

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **The Davenport Group USA, Ltd.**, (“Contractor”), whose mailing address is 651 W. Terra Cotta Ave., Crystal Lake, Illinois, 60014 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 Software Implementation Services, which services are more particularly described in The Davenport Group USA, Ltd., September 22, 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.

Scope of work includes hourly services toward implementing goals outlined in the attached proposal. Work items include regular meetings, designing forms and reports, programming violation fee structures and tiers, and other items in the detailed in the attached proposal

Section 2. Effective Date; Term

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

Section 3. Compensation

(A) City will compensate Contractor for the Implementation and Configuration of Items for the Ordinance Violation Bureau based on the hourly rate of One Hundred Twenty-Four Dollars (124.00) per hour (discounted from the standard hourly rate of 156.00 per hour) set forth on the attached and the actual hours worked, but in no event will the total compensation not to exceed Six Thousand Six Hundred Ninety-Six Dollars (\$6,696.00).

(B) In the event City elects Optional Onsite Training, City will compensate Contractor for the services actually requested and provided, as described in Contractor’s Price Quote attached as Exhibit A, based on the charges found in Exhibit A.

Section 4. Payment

(C) 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 Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

- (D) 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.
- (E) 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.

Including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. 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 services under

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

Section 13. 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 services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.

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

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Davenport Group USA, Ltd.
651 W. Terra Cotta Ave.,
Crystal Lake, Illinois, 60014

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to 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

The Davenport Group, USA, Ltd.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

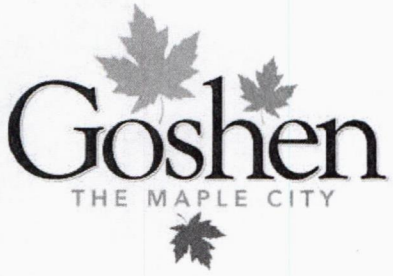
Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

EXHIBIT #3



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: **JOHNSTON STREET CLOSURE AT 282 JOHNSTON STREET (JN: 2019-2038)**
DATE: October 10, 2022

Ritschard Bros. requests the closure of Johnston Street, just west of Woodridge Ct, from October 11 to October 15, 2022. The street will be closed in order to install a new sewer tap for the Green Oaks Assisted Living site development.

Traffic will be detoured via Main Street, Wilden Avenue, and Michigan Avenue. Appropriate traffic control devices will be utilized.

Requested motion: Move to approve closure of Johnston Street, just west of Woodridge Ct, from October 11 to October 15, 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