



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

4:00 p.m., April 25, 2024

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: April 11, 2024

Approval of Agenda

- 1) Open sealed bids:** On behalf of the City Water & Sewer and the Fleet Manager, open sealed bids for the purchase of two chassis/cab units (bids due at 3:45 p.m. on April 25)
- 2) Open sealed proposals:** On behalf of the City Fire Department, open sealed proposals for the City's new South Fire Station (proposals due at 3:45 p.m. on April 25)
- 3) Police Department request:** Approve the retirement of Officer David J. Pena #112 effective April 19, 2024
- 4) Stephanie Balagna request:** Approve placement of a moving POD in the City's right of way in front of 1722 College Manor Drive, from May 3 to May 6, 2024
- 5) Interra Credit Union request:** Closure and use of the City's Powerhouse parking lot for the annual "Shred-It Days" event, June 7-8, 2024
- 6) Historic Southside Neighborhood Association requests:** Discounted-cost dump trailers in June and September and the partial closure of 7th Street for an Aug. 17 block party
- 7) Legal Department request:** Reject all bids submitted to the City for the purchase and installation of a generator at Hilltop Booster Station so that Water & Sewer may review the project specifications for reconsideration to bid at a future time
- 8) Legal Department request:** Award the bid for the cleaning of City buildings to Cathy's Cleaning Service and authorize the Mayor to execute the agreement with Cathy's Cleaning Service for an estimated annual cost of \$30,684



9) Legal Department request: Award the quote for the purchase of hydraulic extrication tools and accessories to Impact Rescue, LLC and authorize the Mayor to execute the purchase agreement with the company for the approximate sum of \$73,913

10) Legal Department request: Adopt Resolution 2024-13, Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail

11) Legal Department request: Adopt Resolution 2024-14, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

12) Legal Department: Accept the Uniform Conflict of Interest Disclosure Statement for Timothy Christner

13) Water & Sewer Office request: Move \$5,772.95 in uncollected finalized accounts from active to collection, sewer liens and write offs for the period through Jan. 8, 2024

14) Engineering Department request: Approve the Agreement with Specialties Co., LLC for the 2024 Street Department Milling Package project in the amount of \$27,523.55

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE APRIL 11, 2024 REGULAR MEETING

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

Present: Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

Absent: Mayor Gina Leichy

CALL TO ORDER: Acting Chair Mike Landis called the meeting to order at 4:00 p.m.

REVIEW/APPROVE MINUTES: Acting Chair Landis presented the minutes of the March 28, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Orv Myers. The motion passed 4-0.

REVIEW/APPROVE AGENDA: Acting Chair Landis presented the agenda as prepared by the Clerk-Treasurer. Board member Nichols moved to accept the agenda as presented. Board member Myers seconded the motion. The motion passed 4-0.

1) Opening of sealed quotes on behalf of the Fire Department: Purchase of hydraulic extrication tools

On behalf of the City Fire Department, the Board of Public Works & Safety was tasked with opening sealed proposals submitted to the City for the purchase of hydraulic extrication tools.

All quotes were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on April 4, 2024.

Acting Chair Landis announced that one company submitted the following bid:

- Impact Rescue LLC of Indianapolis, Indiana: 1. Cutters (1) **\$14,542**; 2. Spreaders (1) **\$14,996**; 3. Combi tool (1) **\$15,303**; 4. Telescopic Ram (2) **\$24,666**; 5. Battery each **\$976**; 6. Charger AC (1) **\$647**; 7. Charger DC (1) **\$548**; 8. Main Power Connector (1) **\$1,954**; 9. On-tool Charging Cord (1) **\$116**; 10. Tool diagnostics cord (1) **\$165**. **TOTAL BID: \$73,913.**

Landis/Nichols made a motion that the bids be referred to the City Legal Department for review. Motion passed 4-0.

2) Opening of sealed quotes on behalf of the Water & Sewer Department: Purchase and installation of one diesel generator set and an automatic transfer switch

On behalf of the City Water and Sewer Department, the Board of Public Works & Safety was tasked with opening bids submitted for the purchase and installation of a diesel generator set and an automatic transfer switch.

All quotes were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on April 11, 2024.

Acting Chair Landis announced that offers from two companies were received as follows:

- Buckeye Power Sales of Canal Winchester, Ohio, a total bid of **\$52,947.**
- Elevated Power, LLC of Mishawaka, Indiana, a total bid of **\$132,859.91.**

Nichols/Myers made a motion that the bids be referred to the City Legal Department for review. Motion passed 4-0.



3) Opening of sealed quotes for the 2024 Asphalt Milling Package

On behalf of the City Engineering Department, the Board of Public Works & Safety was tasked with opening sealed proposals submitted to the City for the **2024 Asphalt Milling Package**.

All quotes were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on April 11, 2024.

Acting Chair Landis announced that an offer was received from one company:

- Specialties Company, LLC of Indianapolis, Indiana, a total bid of \$27,523.55.

Nichols/Myers made a motion that the bids be referred to the City Legal Department for further review.

Motion passed 4-0.

4) Police Department request: Approve a temporary road closure for the 100 block of East Jefferson Street on May 15, 2024, from 1-5 p.m., for a ceremony in observance of National Police Week

City Assistant Police Chief Shawn Turner asked the Board to approve a temporary road closure for the 100 block of East Jefferson Street on May 15, 2024, from 1 p.m. until 5 p.m., so the Goshen Police Department can conduct a ceremony in front of the Police Department in observance of National Police Week.

Chief Turner requested barricades and no parking signs for the 100 block of East Jefferson between the hours of 1 p.m. and 5 p.m. The ceremony will begin at 2:30 p.m. and the public is invited to attend.

Nichols/Myers made a motion to approve a temporary road closure for the 100 block of East Jefferson Street on May 15, 2024, from 1 p.m. until 5 p.m. Motion passed 4-0.

5) Leopoldo Mendoza request: Approve gravel driveway for 208 Queen Street

Through a translator, Leopoldo Mendoza asked the Board to approve a gravel driveway for his home, at 208 Queen Street, for which he is seeking a remodeling permit. To acquire it, he first needs to obtain a driveway permit.

In an email to the Board, Mendoza wrote that the home has a garage door in the basement in the back that lacks a driveway and he would like to connect to the back alley with a new driveway. Mendoza wrote that the City design standard and specifications for parking and driveway surfaces requires a "durable, hard surface," but he wanted a variance to use gravel (slag) as is the case for other driveways in his neighborhood. He said his plan is to remove the topsoil, add 2-inch diameter gravel, then top with ½ inches of gravel (slag).

In response to Board member Landis, Mendoza affirmed that he was seeking a 72-foot driveway. He said the side of the driveway would be about four feet from the alley, without a buffer.

City Assistant Planning & Zoning Administrator Rossa Deegan said the City is close to being able to approve a zoning clearance for the remodeling of the property, but one ongoing issue has been that about a decade ago the foundation of the home was elevated, creating a garage space in the basement. However, the home never had a driveway, so part of the approval process will be ensuring the installation of a driveway.

Deegan said the surface material of a driveway usually isn't an issue, but this one would be very long. He said if a concrete driveway of this length was requested, the Planning Department could approve it administratively. But, he said, the length was a concern.

So, Deegan said the Planning Department's preference would be that the driveway connect to the north-south alley, which is closer to the home's garage, than to the east-west driveway to reduce the amount of gravel on the property. As currently proposed, the property could also end up providing a parking area for many vehicles.

In response to a question from Board member Landis, Deegan said his understanding was that Mendoza would provide a grass buffer between the driveway and the alley. He said in this case, the Planning Department would require that an approved driveway maintain a minimum five-foot setback from the alley, and that it would be grass.



In response to further questions from **Board members Swartley and Landis**, **Deegan** clarified the location of the proposed driveway and the issue of concrete versus gravel driveways. He said gravel was “less ideal” surface type. He said the Planning Department would prefer a shorter driveway.

Board member Landis said there were many gravel driveways in the neighborhood, so that wasn’t the issue. He said the issue was the length of the proposed driveway. He said it would allow parking spaces for eight vehicles.

City Director of Public Works & Utilities Dustin Sailor told the Board that the Engineering Department didn’t have a recommendation because it didn’t appear the driveway would intrude on the right of way. He said the City would prefer there not be too many access points to the alley and for there to be stormwater drainage by alleys.

Board member Landis asked if there was a way to ensure the driveway didn’t intrude in the right of way. **Deegan** said this was an issue when gravel driveways are allowed. He said at times, the City has required landscape timbers be placed to clearly delineate the location of driveways.

City Attorney Bodie Stegelmann said the standards approved by the Board allow for the use of gravel, instead of a hard surface, but don’t specify how that should be done. He said what could be done is to require that driveways be consistent with all other standards, including that setbacks be maintained.

Board members Swartley and Landis briefly discussed the size of the lot and proposed driveway dimensions.

Board member Swartley asked why **Mendoza** didn’t want to create a driveway connecting to the north-south alley, pointing out that it would result in a shorter driveway. **Mendoza** said it would be more difficult to turn off the alley to the driveway because of an adjacent house, but that this could be done and it would save him money.

Board member Landis said he didn’t have a concern about using gravel, but worried that a 72-foot driveway could become a long parking area. **Mendoza** said he was willing to use the north-south alley option if required.

Board member Swartley asked if the Board could require bushes be planted. **Stegelmann** said the Board can approve gravel driveway surfaces, but it would be beyond its authority to require anything else.

In response to a question from **Board member Landis**, **Stegelmann** said the Board could approve a gravel driveway and condition the approval on the applicant meeting the Planning Department’s requirements. **Deegan** said he could work with the applicant. **Mendoza** also said he would work with the Planning Department.

Landis/Nichols then made a motion to approve a gravel driveway at 208 Queen Street on the condition that the Planning Department approve its location. Motion passed 4-0.

6) Dyksen & Sons Builders request: Approve partial closure of sidewalk at 206 North Main Street, the week of April 22 and/or April 29, for the removal of an awning and to change out two second-story windows

Bruce Dyksen, president and owner of Dyksen & Sons Builder of Warsaw, asked the Board to approve the partial closure of the sidewalk at 206 North Main Street, for a day during the week of April 22 and/or April 29, for the installation of a new awning and to change out of two second-story windows at the Democrat Building.

Dyksen indicated that his company will be using a rolling scaffolding for the work. The sidewalk will remain partially open as the work will be done against the building. He added that he will have cones and caution tape out around the scaffolding to prevent anyone from walking by it and that the work will be done during the day, from 8 a.m. to 5 p.m., and the scaffolding will be removed overnight.

In response to questions, **Dyksen** confirmed he will use rolling scaffolding and would block off the area and place cones and caution tape during the work.

Nichols/Myers made a motion to approve the partial closure of the sidewalk in front of 206 North Main Street, the week of April 22 and/or April 29, for the removal of an awning. Motion passed 4-0.

7) Legal Department request: Accept Deed of Dedication from LAG REALTY, LLC for 40 feet of public right-of-way at 2717 Peddler’s Village Road, between Elkhart and Reliance roads



City Attorney Bodie Stegelmann recommended that the Board accept the Deed of Dedication included in the agenda packet from LAG REALTY, LLC for 40 feet of public right-of-way at 2717 Peddler's Village Road, between Elkhart Road and Reliance Road.

Nichols/Myers made a motion to accept the Deed of Dedication for public right-of-way from LAG REALTY, LLC, and authorize the Mayor to execute the Acceptance. Motion passed 4-0.

8) Engineering Department request: Award bids to Niblock Excavating for the Steury Avenue and Lincoln Avenue reconstruction and drainage improvements project

City Director of Public Works & Utilities Dustin Sailor told the Board that on March 28, 2024 three bids were received for the Steury Avenue and Lincoln Avenue reconstruction and drainage improvements project:

Contractor	Base bid	Bid alternate	Bid total
Niblock Excavating	\$8,829,875.50	\$267,882.50	\$9,097,758.00
HRP Construction	\$10,327,000.00	\$197,059.00	\$10,524,059.00
Rieth-Riley Construction	\$11,742,856.80	\$257,137.50	\$11,999,994.30

Sailor said based on the bids submitted, Niblock Excavating was found to be the lowest responsive and responsible bidder with a base bid of \$8,829,875.50, a bid alternate of \$267,882.50, and a total bid amount of \$9,097,758.50.

Within the bid package, a bid alternate was included to reconstruct Goshen Die Cutting's (GDC) trailer parking area impacted by the smoothing of the S-curves on Steury Avenue. Although Niblock's bid for this alternate was the highest of the three bids, Niblock's overall bid remains the lowest.

Sailor said the Goshen Redevelopment Commission budgeted \$8 million to construct this project, including American Rescue Plan dollars. Within the bid, allowances were added for unforeseen construction conflicts and issues. These undistributed quantities are:

- Line Item 7C, B-borrow, valued at \$180,000,
- Line Item 70, No. 2 Stone, valued at \$345,000, and
- Line Item No. 38, Construction Allowance, valued at \$700,000
- Subtotal value of \$1,225,000

These allowances may or may not be used during construction.

Sailor said with the need to utilize the allotted ARP funding before its expiration, and with the need to complete the identified improvements, and having received three competitive bids, Goshen Engineering recommends awarding the base bid and the bid alternate to Niblock Excavating.

Nichols/Myers made a motion to award the base bid and the bid alternate to Niblock Excavating. Motion passed 4-0.

9) Engineering Department request: Approve the lane restrictions on Reliance Road and Peddler's Village Road for utility relocation from April 11 thru May 3, 2024

City Director of Public Works & Utilities Dustin Sailor told the Board that in the first phase of the County Court Consolidation Roadway Improvement Project, NIPSCO will be performing work to relocate its utilities (gas & electric) to the new locations throughout the corridor of the project.

Sailor said NIPSCO's work will require lane restrictions as needed at each location. The limits of the project are Reliance Road from U.S. 33 to Peddler's Village Road, and on Peddler's Village Road from C.R. 17 to Reliance Road.

Sailor said this work will start Thursday, April 11, and go through Friday, May 3. NIPSCO will maintain access to residents, businesses, and the fire station.

Nichols/Myers made a motion to approve the lane restrictions on Reliance Road and Peddler's Village Road for utility relocation from April 11 through May 3, 2024. Motion passed 4-0.



10) Engineering Department request: Approve the supplemental approval and acceptance of the stormwater infrastructure for Phase I of The Crossing Subdivision

City Director of Public Works & Utilities Dustin Sailor told the Board that on Nov. 29, 2010, the Board approved and accepted the completion of the installation of infrastructure (water main, sanitary sewer, curb and asphalt) for The Crossing subdivision.

Sailor said the three-year maintenance bond for the water main, sanitary sewer, curb, and asphalt expired on Nov. 23, 2013, and was not renewed. However, the storm sewer infrastructure was excluded from approval and acceptance due to the development's stormwater retention/detention system needing to be re-designed, reviewed, and constructed.

Sailor said since 2010, the original developer, GRC Investments, LLC, went bankrupt and was unable to participate in addressing the outstanding stormwater issues. Thus, in 2020, he said the City undertook the redesign of the existing drainage infrastructure and in 2022, undertook the reconstruction of the stormwater drainage system for The Crossing Subdivision. This project corrected the outstanding storm sewer infrastructure issues and will allow the development of subsequent phases by the Barak Group, LLC to move forward.

Nichols/Myers made a motion to approve the supplemental approval and acceptance of the stormwater infrastructure for Phase 1 of The Crossing Subdivision. Motion passed 4-0.

11) Engineering Department request: Approve and authorize the Board to execute the Agreement with T&T Automotive project at 1795 Reliance Road

City Stormwater Coordinator Jason Kauffman requested the approval of an Agreement for the Completion of Construction for the T & T Automotive Service project located at 1795 Reliance Road.

Kauffman said the building has passed its final building inspection and the project is substantially complete except for: replacing two of the four deciduous shade trees with species other than maple; installing a fence as required by the Board of Zoning Appeals; resolving the matter involving the shed required by Board of Zoning Appeals to be removed from the property; the installation of an erosion control blanket in the southern swale between parking area and tree line; the placement of topcoat for driveway and parking areas for the property; asphalt striping per the approved site plan dated Oct. 26, 023; and the installation of a hard surface driveway entrance for the site.

Kauffman said these final requirements cannot be completed at this time due to weather conditions and a delay in roadwork that was to take place last year.

Kauffman said the property owner T & T Real Property agrees to complete landscaping, address the shed issue, replace two deciduous trees, and install the erosion control blanket by June 15, 2024. The property owner T & T Real Property also agrees to complete placement of the topcoat for driveway and parking area, asphalt striping, and installation of a hard surface driveway by Oct. 31, 2024.

Board member Landis asked that without a bond being filed with the City to ensure the remaining work is done, was there anything to guarantee completion. **City Attorney Stegelmann** said T&T would still need to meet City standards. He added that the work could not be completed due to ongoing roadwork related to the new Courthouse.

Nichols/Myers made a motion to approve and authorize Deputy Mayor Mark Brinson to execute the Agreement with T & T Real Property for the completion of the T & T Automotive project at 1795 Reliance Road. Motion passed 4-0.

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

Acting Chair Landis opened Privilege of the Floor at 4:37 p.m. There were no comments.



At 4:37 p.m., Acting Chair Landis recessed the Board of Public Works and Safety meeting and convened a meeting of the City Stormwater Board.

CITY OF GOSHEN STORMWATER BOARD

4:00 p.m., April 11, 2024

Members: Mike Landis, Mary Nichols and Mayor Leichty (absent)

12) Accept the post-construction stormwater management plan for T & T Auto Services as it has been found to meet the requirements of City Ordinance 4329

City Stormwater Coordinator Jason Kauffman told the Board that the developer of the T & T Auto Services project, affecting one (1) or more acres of land and located at 1795 Reliance Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requested the Stormwater Board's acceptance of the plan.

Nichols/Landis made a motion to accept the post-construction stormwater management plan for T & T Auto Services as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.

13) Accept the post-construction stormwater management plan for Kropf Building Addition for Storage as it has been found to meet the requirements of City Ordinance 4329

City Stormwater Coordinator Jason Kauffman told the Board that the developer of the Kropf Building Addition for Storage (also known as Kropf Family Real Estate LLC) project, affecting one (1) or more acres of land and located at 2411 East Kercher Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requested the Stormwater Board's acceptance of the plan.

Nichols/Landis made a motion to accept the post-construction stormwater management plan for Kropf Building Addition for Storage, as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.

At 4:39 p.m., Acting Chair Landis resumed the meeting of the Board of Public Works and Safety. He then opened a public hearing to consider an Order of the City of Goshen Building Commissioner for a property at 205/207 Middlebury Street in Goshen.



CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARING:

4:00 p.m., April 11, 2024

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

Members: Mike Landis, Orv Myers, Barb Swartley, Mary Nichols and Mayor Leichty (absent)

14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner)

At 4:39 p.m., Acting Chair Landis convened a hearing to review the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner)

BACKGROUND:

In an April 8, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that an unsafe building review hearing was scheduled for the property located at 205/207 Middlebury Street, Goshen, Indiana. Attached to Shuler's memo was the Order of the City of Goshen Building Commissioner and the Certificate of Service establishing service of the Order to the property owner (Ronald Davidhizar) and notice of a scheduled hearing.

Shuler wrote that the Board of Works needed to conduct the hearing by receiving evidence and arguments from the Building Department, the property owner, and any other individual who wished to speak to the property. After receiving the evidence, he wrote that the Board had to determine if it would affirm, rescind, or modify the demolition Order of the Building Commissioner, both as to the finding of code violations that make the building unsafe, and as to the required action to take.

Shuler wrote that the Board should make two (2) motions during its hearing, if it wished to affirm the Order of the Building Commissioner requiring demolition.

First, the Board should move to adopt the findings in the Building Commissioner's Order as the Board's findings as to the condition of the building at the real estate and the appropriateness of demolition. **Second**, the Board should move, based on those findings, to affirm the Building Commissioner's Order and order demolition.

Shuler concluded that a form of the Record of Action and Continuous Enforcement Order that the Board will issue following the hearing was also attached to his memo and could be used as a guide in conducting the hearing. The form enclosed also provided options should the Board desire to modify the Building Commissioner's Order.

In an attached Unsafe Building Hearing Authority Record of Action and Continuous Enforcement Order, Shuler provided the background of the case, the legal authority for the City's action, the specific violations alleged by the City and the actions and options before the Board of Public Works and Safety.

Also attached to Shuler's memo was the **Order of City of Goshen Building Commissioner Myron Grise, dated March 7, 2024, for 205/207 Middlebury Street.**

In this document, **Grise** informed property owner Ronald Davidhizar that his property was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified at Goshen City Code § 6.3.1. **He wrote that the property, consisting of a vacant residential structure and accessory building/garage, were in violation as follows:**

1. The foundation of the structure has not been kept in good repair and has deteriorated to make the structure likely to partially or completely collapse, a violation of Section 6.3.1. l(b) and (r). Multiple areas around the foundation have significant cracks and holes that compromise the structural integrity of the foundation. Cinder blocks in block walls have been removed or have collapsed. There are multiple gaps in the foundation that permit small animals or rodents to enter the structure.



2. The ceilings inside the structure have not been kept in good repair, are collapsing or in danger of collapsing, a violation of Sections 6.3.1.1 (b), (p), and (r). Multiple ceilings inside the structure have collapsed. Multiple areas throughout the structure have walls and ceilings that have detached from each other, a sign of disrepair and structural failure.

3. The floors inside the structure have not been kept in good repair, are collapsing or in danger of collapsing or failing, a violation of Section 6.3.1.1(b), (p), and (r). Multiple floors throughout the structure have partially collapsed or are in danger of collapse due to dilapidation. Floor coverings are torn throughout the structure. Multiple areas throughout the structure have floors and walls that have detached from each other, a sign of disrepair and structural failure.

4. The walls inside the structure have not been kept in good repair, a violation of Section 6.3.1. 1(b). There are multiple areas in the structure where the walls have detached from the ceilings and/or floors, indicating structural failure and deterioration.

5. The windows and doors of the structure have not been kept in good repair, a violation of Section 6.3.1. 1(d). There are multiple broken windows and doors at the structure.

6. There is no operable plumbing system at the structure, a violation of Section 6.3.1.1(a). All plumbing fixtures have not been maintained and are not properly connected.

7. There is no working electrical system at the structure, a violation of Section 6.3.1. 1(a). The electrical system does not work and there are loose, hanging, and exposed electrical wires throughout the structure.

8. There is no operable heating system at the structure, a violation of Section 6.3.1. 1(a). The furnace does not work. The gas line is rusted out and cut. There is no duct system installed. There is no working water heater.

9. The structure is vacant and not secured, a violation of Section 6.3.1. 1(ff). The property is easily accessible to people and animals. The **structure is not maintained in a manner that would permit human habitation, occupancy, or use** as it is full of trash, debris, and animal feces.

Grise also wrote that the accessory building/ garage was in violation as follows:

10. The garage roof has a large hole permitting weather and animals to enter the garage causing water damage, a violation of Section 6.3.1. 1(c) and (r). The garage is full of squirrels and other small animals. The garage is full of animal feces, trash, and debris.

11. The garage foundation has not been kept in good repair, a violation of Section 6.3. 1. 1(b) and (r). Multiple areas around the garage where bricks in the walls are crumbling and showing signs of decay. There are areas where there is no mortar between the bricks or it has crumbled due to dilapidation.

Grise wrote that these conditions rendered the vacant residential structure as unsafe within the meaning of I.C. §36-7-9-4(a)(l), (2), (5), and (6), adding, “The deterioration to the foundation, the collapsing walls, floors, and ceilings, the detaching of walls from the ceilings and floors, is all evidence that the structure is in an impaired structural condition that makes it unsafe to person or property. The loose, hanging, exposed electrical wires throughout the structure, coupled with its unsecured nature and accumulated trash and materials inside, render it a **fire hazard. The structure is dangerous to person or property** because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning damage and deterioration to the foundation, falling or missing cinder blocks, collapsing floors, ceilings, and walls, and its unsecured nature. **The structure is vacant and not maintained in a manner that permits human habitation, occupancy, or use** under the Neighborhood Preservation Ordinance.”

In addition, he wrote that the **garage's condition makes it “an unsafe building** within the meaning of I.C. § 36-7-9-4(a)(l) and (5). The garage is in an **impaired structural condition and dangerous to person or property** due to its violations of the Neighborhood Preservation Ordinance. In particular, the **garage's foundation is demonstrated to be failing** due to crumbling bricks and lack of mortar due to dilapidation.



The **unsecured** nature of the garage, as shown by the presence of animals and animal feces inside, coupled with the likelihood of continued deterioration due to the hole in the roof, makes the **property unsafe.**"

Grise wrote that based on these findings concerning the condition of both the residential structure and the garage on the real estate, demolition of both was warranted.

As a result, **Grise ordered Davidhizar to demolish the unsafe buildings (residential structure and garage) identified in Section 2 of this Order at the property identified in Section 1 of this Order and remove all demolition remains, trash, and debris on the unsafe premises and return the site to natural grade, all of said work to be completed on or before April 30, 2024.**

Grise notified the property owner that failure to comply with this Order could result in the City of Goshen taking action to complete the required demolition and to bill him for the costs of the work, including, the actual costs of the work and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and ultimately be enforced in the same manner as any other judgment.

Grise further notified **Davidhizar** that a hearing would be held before the Board of Public Works and Safety on April 11, 2024 for the purpose of reviewing the Order of the City of Goshen Building Commissioner.

Davidhizar was advised he had the right to appear at this hearing with or without counsel, to present evidence, cross examine opposing witnesses, and present arguments. Should he fail to appear at the hearing, the hearing would be conducted in his absence. And the Board would have the right to affirm, rescind, or modify this Order.

Grise also notified **Davidhizar** that failure to comply with Section 6 of this Order could result in a judgment of liability against him in accordance with Indiana Code § 36-7-9-27.

The agenda packet contained written evidence that **Davidhizar** was served a copy of the Order and related documents on March 16, 2024.

DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON APRIL 11, 2024:

Acting Chair Landis opened the hearing to review the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (**Ronald E. Davidhizar**, property owner).

Present for the hearing were: Board members **Landis, Myers, Nichols and Swartley**; City Attorney **Bodie Stegelmann**; Assistant City Attorney **Don Shuler**; City Building Inspector **Travis Eash**; City Building Commissioner **Myron Grise**; **Ronald Davidhizar** (property owner); **John William "Bill" Davis**, an attorney representing **Davidhizar**; and **Kevin M. Finn**, a structural engineer retained by **Davidhizar**.

Assistant City Attorney Don Shuler explained the reason for the hearing, the process of receiving evidence and the options before the Board at the conclusion of the hearing. **Shuler** said the Board could choose to affirm, rescind or modify the Order of the Building Commissioner. **Shuler** suggested evidence be given by a representative of the City Building Department followed by the property owner and his representatives.

Acting Chair Landis swore in the following to give lawful and truthful testimony: **City Building Inspector Travis Eash, Ronald Davidhizar (property owner) and Kevin M. Finn, a structural engineer retained by Davidhizar.**

Acting Chair Landis invited a presentation from **City Building Inspector Eash**, who distributed a packet of information about 205/207 Middlebury Street (**CITY EXHIBIT #1**). The packet included a two-page memo from **Eash** to the Board (dated April 11, 2024), **Eash's** Feb. 13, 2024 property inspection report and 39 pages of photographs.

Eash, said he conducted his initial inspection of the property at 205/207 Middlebury Street on Feb. 9, 2024. While conducting the inspection, **Eash** said he documented several violations of the house and the garage, many of which he considered significant and made the property "uninhabitable and unsafe."



Reading from his report, **Eash** said, “The more severe violations of the house include multiple areas around the foundation where there are large cracks and holes, and other areas where blocks are missing in a block wall in the basement, so much so that the structure’s foundation has been compromised. Walls are detaching from the ceilings and floors which is another sign of structural failure. Also, there are multiple ceilings and floors throughout (the) property that have partially collapsed or are in danger of collapse.”

Eash continued, “Other significant violations of the house are there is no working heating system or installed duct work, no working plumbing system and no working electrical system. Also, there is no water heater. The house is accessible to small animals and is not weather tight and has multiple broken windows and doors throughout.

“The more severe violations to the garage are that there is a large hole in the roof that has allowed weather to enter causing more damage, and the garage has become easily accessible to squirrels and other small animals and is full of feces. Also, there is evidence of exterior bricks deteriorating and crumbling and falling. Other areas where there is missing mortar throughout those bricks. Other violations on the garage are that the exterior of the garage has (an) accumulation of materials and outside storage that is not permitted. The shed on the property has a large hole in the roof and is in disrepair.”

Eash also said, “There have not been any permits pulled for this property for at least 20 years. There has been no water usage at this property since at least 2007, which is how far back the utilities office could actually go. This property has never been registered as a rental property within the City of Goshen and no rental inspections were ever conducted.”

Eash concluded his summary of his report by saying, “Due to the multiple violations, the current unsafe condition of the structures on the property and the lack of motivation or initiative from the owner for at least the past 20 years to do anything with this property to bring it into a habitable condition, the Building Department’s recommendation is that all structures on the property, including the house, the garage and the shed, be determined to be unsafe, and all structures on the property, including the house, the garage and the shed, be demolished.”

Eash said that in 2014 there was a City order for repair of the property that never took place, adding. “There was not any initiative from the owner for at least those 10 years. I would go longer. It’s been orders that have been ignored.”

Acting Chair Landis asked **Eash** if there were conditions placed on that repair order, including a time frame. **Eash** responded that he didn’t have that information with him. He said he believed there were similar violations.

There were no further questions or comments from Board members for Eash. Acting Chair Landis asked City Attorney Stegelmann how to proceed. Stegelmann suggested Davidhizar’s representative be given the opportunity to cross-examine Eash.

John William “Bill” Davis, an attorney representing Davidhizar, said he wasn’t going to cross-examine Eash but wanted to question City Building Commissioner Myron Grise.

Acting Chair Landis swore in Grise to give truthful testimony.

Under questioning by Davis, Grise testified:

- About his qualifications, work experience and how he became the City’s Building Commissioner.
- About his post-secondary education, which includes an associate degree in mechanical trades;
- Concerning his training about structures and structural engineering, including training sessions certified by the International Code Council;
- About accompanying City Inspector Eash on the Feb. 13, 2024 property inspection of 205/207 Middlebury Street;
- That he has recommended that the structures at 205/207 Middlebury Street be demolished;



- Rocks and cinder blocks that were part of the foundation are missing, the structure is partially or likely to collapse if it stays in that condition and the foundation could collapse;
- Ceilings have been removed and are missing;
- Floors have separated in the home and could be repaired if done properly and that is the same for some ceilings;
- The damage to the foundation could be repaired;
- There is exposed electrical wiring and at the moment it doesn't pose a fire hazard because the power is off;
- A back wall of the garage foundation is in bad shape and the building could collapse;
- It is not the City Building Department's only solution to demolish buildings when it has a few violations, but only in cases when there have been many and multiple violations, especially ones that have gone for 20 years and gotten worse and worse and haven't had other work done;
- There can be alternatives to demolition and those are under the control of the Building Commissioner;
- State statutes allow for alternatives to demolition, which he said he has reviewed;
- He is familiar with some of those alternatives.

Davis provided Grise and Board members with a printed copy of Indiana State Statute I.C. § 36-7-9 – Chapter 9, Unsafe Building Law, and continued his questioning. Grise further said:

- He understood there was an option to hire a contractor to repair a structure;
- He understood some of the other options for dealing with a building deemed unsafe;
- Before he was the City Building Commissioner, about 2016, he went through the property with a private contractor who estimated that it would cost more than \$100,000 to fix 205/207 Middlebury Street;
- A performance bond to repair the property would need to be much more than that now (Board members **Landis and Swartley** interjected that it would likely be twice as much as \$100,000 for repairs);
- He considered repair and alternatives to demolition, but nothing was done in the past to address the problems;
- Records may exist documenting past attempts to order repairs at the property;
- That for a while there was a delay in addressing unsafe properties in Goshen, but there is now more attention being given to address the situation and to bring properties up to at least a minimum of code;
- And that this push wasn't in response to politics, but partly because of a change in society and at the insistence of neighbors who sometimes complain daily about nearby rundown properties.

Acting Chair Landis gave Assistant City Attorney Shuler the opportunity to cross-examine Grise.

During cross-examination by Shuler, Grise said:

- There was nothing in his Order or stemming from his examination by **Davis** that would change the conclusions of his Order for 205/207 Middlebury Street from March 2024;
- He believes the building is unsafe under Indiana law;
- The property's condition warrants demolition;
- He based that opinion in part on the fact that the property has been vacant for 20 years and there has been an unwillingness to make any repairs on the property.

Given the opportunity to further question Grise, Davis said that any Order of demolition by the Board could not be based on the property being vacant for 20 years since that was not mentioned in Grise's demolition Order. **Shuler** objected that **Davis** had made an argument and had not posed a question.

Davis then asked Grise if there was anything about the house being vacant in his order. **Grise** said there was not.



Attorney Davis then said he wanted to question Ronald Davidhizar, the property owner.

Under questioning by Davis, Davidhizar testified:

- He has owned the property at 205/207 Middlebury Street about 50 years and it has been used as a rental;
- The home is more than 100 years old.
- A black and white photo Davis showed him was of the home in question (**RESPONDENT'S EXHIBIT #1**);
- This home is next door to his own home, at 203 Middlebury Street;
- Another black and white photo that Davis showed him was a workshop/storage area on the property and is behind 205/207 Middlebury Street and faces 5th Street (**RESPONDENT'S EXHIBIT #2**);
- He was told that this structure previously was a fire station serving the northside of town and later rented to people who lived next door and used the building for storage of straw, hay and animal feed;
- He has made improvements to the structure, including sturdily rebuilding the second story after the roof sustained weather-related damage and the second story came down.

Under questioning by Attorney Davis, Davidhizar further testified:

- He wants to repair the first-story concrete floor and use it as a workshop and have storage upstairs and for the home, he would like to repair the entire structure and use it as a duplex with three bedrooms at 205 Middlebury Street and least two bedrooms at 207 Middlebury Street, as well as add laundry facilities;
- He doesn't intend to add on to the buildings, will keep them the same size and only refurbish/remodel them;
- There is electric service to the workshop and there are two electric meters for the house, but a tree limb fell on electric lines and knocked out power to the home, so electric service needs to be restored;
- The house has plumbing, including water pipes and drain pipes, but lacks some of the fixtures, such as sinks and it needs new toilets;
- In terms of heating, 205 Middlebury Street has a new but unused furnace;
- The electricity at 205 Middlebury Street was redone and the wiring is safe and he plans to install a 200-amp entrance and then have that divided into 100 amps for each side of the duplex;
- He recalls previous repair orders for the house and in response painted it and replaced some broken windows (a few of which have been broken since) and he also keeps the property's grass mowed and the shrubs trimmed;
- Both buildings "are solid and tearing them down would be unfortunate and not necessary."

Assistant City Attorney Shuler was then given the opportunity to cross-examine Davidhizar. During cross-examination by Shuler, Davidhizar testified:

- The property was last used as a rental 10 or 15 years ago or "maybe a little longer";
- The City's contention that there has been no water usage at the property since 2007 "could be true";
- It "was possible" that – as City staff asserted – the property has not had a rental inspection or rental permits for the last 20 years;
- About three years ago a tree limb fell and ended electrical service to the home and he said he has done no electrical work on the home since then;
- The furnace at 205 Middlebury Street was installed "about six years ago, maybe a little longer";
- In terms of repairs in the last year, he has made sure the property was mowed, been kept up, he replaced and boarded up some windows and trimmed shrubbery;
- There have been no repairs to the house, but the roof at the home will need to be repaired or replaced and he is inclined to replace it;



- In the past two or possibly three years, there was some basement work, including installation of an egress window, so there could be a basement bedroom;
- He recalls the property being the subject of a previous enforcement action, adding “that was when it was turned over to a contractor to patch and paint, but he wasn’t really very excited about doing it, so we did”;
- The contractor was someone from 534-Rent and he confirmed that action was part of an order of a court that established a receivership for the property;
- He doesn’t remember if that action was the result of a court trial, but said that may have been the case;
- He doesn’t believe it would take \$100,000 to repair the property as a contractor has stated;
- He doesn’t remember there being subsequent agreements as a result of the court action except when the contractor didn’t want to complete the repairs, so there was agreement that he would do more work;
- As part of that agreement, he completed the patching and painting, added more insulation, repaired some broken windows, and put in the furnace;
- He disputed there were missing or damaged cinder blocks in the foundation and said that the basement cinder block wall is not part of the foundation and is just a partition and is not weight bearing.
- He repaired cracks in the foundation and they may have been the ones documented by **Grise** and **Eash**;
- He didn’t address the walls and ceilings that are separating, as documented by **Grise** and **Eash**, and said his consulting structural engineer would address this issue.
- The repairs he has made have included repairing cracked or broken windows and installing a furnace,
- And he believes he got a permit to install the furnace.

Assistant City Attorney Shuler asked Davidhizar what he was asking the Board of Public Works and Safety to do. Attorney Davis objected to the question, and it was not answered.

Attorney Davis then called as a witness Kevin M. Finn, P.E., a structural engineer retained by Davidhizar. Finn said the P.E. after his name signified that he is a “public engineer.”

Davis showed Finn a resume titled “Professional Resume, Kevin M. Finn, P.E.” Finn confirmed that the two-page document was his resume and it was introduced as an exhibit (RESPONDENT’S EXHIBIT #3).

Responding to Davis’ questions, Finn discussed his qualifications in civil engineering, including his post-secondary degree in engineering, his post-graduate classes in structural engineering and his licensure in 47 states. Finn said he inspected the property at 205/207 Middlebury Street on March 28, 2024 and again on April 2, 2024, after rainfall;

Finn confirmed that he then prepared a report about the condition of the home that was dated April 10, 2024 and addressed to City Attorney Bodie Stegelmann. The nine-page report, which included color photographs and floor joist and floor girder calculations, was introduced as an exhibit (RESPONDENT’S EXHIBIT #4).

Under questioning by Davis, Finn testified:

- He performed a structural analysis of the home and garage “based on the codes and loading conditions” for residential homes in Indiana and the City of Goshen;
- He concluded that the roof has holes, but it would meet the code requirements of being able to support 30 pounds per square foot of snow load which compares to a flat roof load of 23.1 pounds per square foot;
- The floor live load, which was part of his evaluation, is 40 pounds per square foot for the first floor and the second floor, since the second floor was being used as an apartment;
- The wind speed standard is 115 miles per hour Vult (ultimate design wind speed), and both the home and garage would be able to withstand that wind speed;



- He concluded that neither building is likely to collapse even if applying the load, wind speed and seismic condition requirements and are in “very solid structural shape for supporting” the structures;
- There are holes in the roof and the foundation wall, which are typical for structures this old, and they should be repaired;
- If the debris was removed, he would be able to inspect areas that were not seen, but he would not expect to see anything different in terms of the structural condition of the home;
- He inspected the open second floor joists and concluded they were capable of supporting the required load;
- The cracks in the walls need to be addressed by removing the loose plaster and either installing new plaster in a craftsmanship manner or replacing the plaster with gypsum drywall;
- The attic needs a thorough inspection, but the attic access was nailed shut so he could not get through to check it, but a visual inspection from the outside showed that there was no structural failure of the structural members despite the holes in the roof;
- He documented the condition of the roof;
- Entering through a back door, there was a loose panel that he didn’t see and he fell through into the crawl space (but wasn’t hurt) and that should be repaired;
- There are holes in the floor, but there is solid lumber underneath and the flooring should be fixed;
- The foundation inspection showed that the cinder block wall is a non-structural partition and it can be removed;
- Ceiling plaster has fallen because it got wet and the ceiling needs to be reassessed and later repaired with new plaster or gypsum drywall;
- He noted other boarded up windows that have been damaged and could allow access by either people or animals;
- He documented water damage caused by water draining from the roof down the wall into the basement, and said this also needs to be repaired, which could easily be done by a contractor;
- Based on his two inspections, he believes the home and garage could be repaired contingent on the re-inspection of areas cleared of debris;
- Despite the **City Building Inspector’s** recommendation that the structures be demolished, he believes the home and garage can and should be repaired and afterward will be in “fine shape.”

Assistant City Attorney Shuler was then given the opportunity to cross-examine Finn. During cross-examination by Shuler, Finn testified:

- The home doesn’t need to be demolished because it can be repaired;
- The home would need a “fair amount” of work requiring more than a few days;
- He didn’t know how much it could cost to have the property repaired;
- For most homes he has prepared reports for, repairs have been made but not in all cases;
- It would be hard to say how quickly the load bearing capacity of the home could deteriorate;
- If water continues to come into the building, it could affect the home’s condition;
- People and animals may continue to access the structure and their presence could affect the condition of the property;
- He noticed damage to ceilings, including some caused by water leaking through the roof, that could worsen and that damage should be repaired;
- The roof decking could be affected by the holes in in the roof, especially if not repaired;
- And his knowledge of the home is limited to his two inspections on March 28, 2024 and April 2, 2024.



Attorney Davis said he rested his case.

City Attorney Stegelmann asked Clerk-Treasurer Aguirre if he had copies of the respondent's exhibits. Aguirre said he did not. Davis submitted the four exhibits to the Clerk-Treasurer. Aguirre also confirmed he had a copy of the City Building Inspector's report (CITY EXHIBIT #1)

Assistant City Attorney Shuler was then given the opportunity to question City Building Inspector Eash for a brief rebuttal.

Eash affirmed that he had listened to **Davidhizar's testimony** about remodeling work, including the installation of a furnace, at the home over the past five or six years. Eash responded that such work would require permits. However, **Eash** said "no permits of any type have been pulled for this property for the past 20 years."

Acting Chair Landis then asked **City Attorney Stegelmann** about the state unsafe building law. He noted that one of the six provisions of I.C. § 36-7-9-4 defined an unsafe building as a "public nuisance." He asked if that provision alone was enough to determine a structure to be unsafe.

City Attorney Stegelmann responded that any of those six conditions could be applied to find a property to be unsafe. He said a structure could be found to be unsafe if it was in any of the six conditions – an impaired structural condition affecting a person or property, a fire hazard, a hazard to the public health, a public nuisance, dangerous to a person or property because of a violation of a statute or ordinance concerning building condition or maintenance, or if it was vacant or blighted and not maintained in a manner that would allow human habitation, occupancy or use under the requirements of a statute or an ordinance. He said any of the six could be used to find a property unsafe.

Acting Chair Landis asked if the unsafe finding could then be used to order demolition as specified in the next state code section. **Stegelmann** said that is how he would read those two code sections.

Attorney Davis asked if he could make a final statement. Acting Chair Landis said "not at this time."

Acting Chair Landis said the property has no record of ever being legally rented, so for the 50 years that **Davidhizar** has owned it, he cannot show that it was ever an inhabited house. He said Davidhizar can say that it was, but that doesn't mean it was. Similarly, just because the **City Building Department** doesn't have records from 40 years ago, Acting Chair Landis said, doesn't mean the orders aren't enforceable.

Acting Chair Landis said the reason this matter was before the Board now wasn't because the home could never be repaired, and in fact, it could be repaired. He said he renovates properties. However, Acting Chair Landis said "sometimes the costs outweigh the reality of whether that makes any sense or not. So, we're here to try to determine whether the history of no action being taken on this property is enough to say that it's a public nuisance."

Acting Chair Landis said when the City's last order was issued in 2014 or 2015, when \$100,000 in repairs were deemed necessary and Davidhizar responded "with just spit and polish, is all that was required – that's not \$100,000. So, there's an incongruity there on what that order was of that receivership. So, we've got 14 years here of nothing happening, so I'm not sure why I'm being asked to give more time when nothing has happened and no permits have been pulled."

Acting Chair Landis said that if it's true that the two cited statutes mean that a home can be declared a public nuisance and be ordered to be removed, "I'm inclined to say that's my position." He asked to hear from other Board members.

Board member Nichols responded, "I would say, very well said. That's exactly where my thought process was."



Attorney Davis asked if he would be allowed to give a final statement.

Acting Chair Landis responded that David would be allowed to do so, “but not at this point.”

Davis said it appeared the Board was entering into deliberations and “usually the final statement precedes deliberations.”

Acting Chair Landis requested a clarification from **City Attorney Stegelmann**, adding that **Davis** brought the statute for Board members to review. He said he wasn’t deliberating, but making sure he understood the statute before listening to final arguments.

Stegelmann responded that this was an administrative proceeding and not a court of law, so there was some informality. He said the **Acting Chair’s** question was appropriate and it would also be appropriate for both sides to give final statements, starting with the **Assistant City Attorney**.

Board member Swartley asked if she would still have the opportunity to question **Davidhizar**. **Stegelmann** said that would have been more appropriate to do when Davidhizar was testifying.

Davis said he had no objection to allowing **Davidhizar** to be questioned further. So, that occurred.

Board member Swartley asked **Davidhizar** his intent for the property. **Davidhizar** said his intent was to have :”two attractive, energy efficient apartments on the northside of town right across the street from the grade school. I think people who rent apartments as large as these or duplexes as large as these will most likely have children. And there are parks in the area, several in fact. There’s a large yard. It’s right next to a medical facility. The grade school is right across the street.”

Davidhizar said he has been told that it’s easier to find small, one-bedroom apartments, but it’s difficult to find three- or four-bedroom apartments, adding, “This is at least a small part of the answer to that problem.”

Board member Swartley said there was no evidence the home has been rented or had water service for nearly 20 years. She asked why the Board should believe repairs will be made to a property that has been empty most of the time **Davidhizar** has owned it.

Davidhizar responded that he sought a City permit to restore electricity to the home so he could make repairs after a fallen tree limb knocked out the power, but it was refused. He said he would be happy to pay for a permit and to pay for someone to restore the electricity but could not get a permit. In response to a question from **Board member Swartley**, **Davidhizar** said he tried to get the permit about two years ago.

Acting Chair Landis asked if the lack of the electrical permit was the only thing that prevented **Davidhizar** from working on the property. **Davidhizar** said it was because he doesn’t have a lot of battery-operated equipment, such as table saws or joiners. He said electricity is needed to do that kind of repair work.

Acting Chair Landis said generators are available and some were on sale during a recent “Black Friday.”

Davidhizar said he would have been happy to hear about that. Acting Chair Landis said that it just sounded like an excuse. Davidhizar said he lacked a permit.

Acting Chair Landis said no permit is needed to use a generator to do construction work at a job site. **Davidhizar** said he finds it a lot more convenient to have working electrical outlets in every room, so he can more easily do work. Acting Chair Landis said that wasn’t what Davidhizar previous said – that he said that because he couldn’t get electricity to the property, he couldn’t do the repairs. Davidhizar responded, “I could get the electricity. I couldn’t get the permit.”

In response to a question from **Board member Swartley**, **Davidhizar** said he tried three times to get the electrical permit before giving up. And he said he has not sought a permit since then. He added that some of the electrical equipment he needed was unavailable for a time.



Davidhizar said the equipment is now available, and if there is an agreement that he can get the permit, he would be able to do the work to restore the electricity. He said he wants both apartments to have separate electrical systems, adding that makes people more conscientious about paying for electricity.

Board member Nichols said she had no questions.

Board member Myers asked **Davidhizar** about his time frame for making repairs, noting that the property has been idle for years. He asked if the repairs would happen “in our lifetime because it’s been going on for 50 years and nothing has happened.”

Davidhizar said that wasn’t true. He said a new roof was installed during that time and it needs to be replaced again. He said many repairs were made. He said a new bathroom and a new kitchen were installed. **Davidhizar** also said the home was not empty for 50 years; people were living there.

Board member Myers said he knew that because he lived in the neighborhood for a number of years, but other Board members don’t know that.

Davidhizar said it was occupied most of those years, but it’s “possible” that the home was unoccupied for the past 20 years. Still, he said the yard and roof were still maintained, and more repairs are needed now, including a new roof. As for how much more time before the home could be completely repaired, **Davidhizar** said, “I would say if I have six or eight months, we should have a very good-looking duplex there.”

Acting Chair Landis invited a closing argument from **Assistant City Attorney Shuler**, who said:

- **City Building Inspector Eash** has recommended demolition based on the **City Building Commissioner’s** Order and his findings and the evidence presented today supports that recommendation;
- Eash’s report outlined the violations that exist at the property;
- Although testimony was presented that the home is not likely to collapse based on its current condition, that doesn’t take into account the list of 10 to 11 building code violations that make the property unsafe, including issues of the foundation;
- There was also evidence that animals and individuals can access the property;
- There is a hole in the roof notwithstanding the replacement of the roof in the past 50 years;
- Obviously, something has happened recently to allow holes in the roof and water damage to continue;
- The property continues to sit there and will continue to deteriorate and that warrants demolition;
- It is significant that the evidence supports the fact that the property has been vacant for at least 17 years, in a best case scenario, and there has been no water usage since 2007;
- **Davidhizar** testified that while he went to get a permit for electrical, but when he first testified, he said that when a tree limb fell, he repaired the electrical system, so either he is confused about when he did that work or when that tree limb happened or when he went to get the permit;
- **Davidhizar** talked about all the work he has done on the home, but he might be confused about when that happened because there have been no permits pulled for the property within the past 20 years;
- Despite **Davidhizar** stating that he has done work at the home, there have been no evidence that he obtained permits for any work or remodeling he did at the home;
- The property was the subject of a previous enforcement action by the **Board of Public Works and Safety** in 2014, so this is the second time this property has come back;
- The **Board** can find that the property is unsafe for a lot of reasons, including being a public nuisance;
- The property is vacant and has not been maintained in a manner that would allow human habitation or occupancy under the City’s codes and Neighborhood Preservation Ordinance, which makes it unsafe;



- The property's present condition makes it unfit for human habitation and because it continues to be vacant and that well known and has been for 17 years, it attracts vagrants and squatters to come onto the property and attracts rodents and other animals, which makes it a candidate for demolition because of its condition;
- Seven years ago, it was estimated that it would cost \$100,000 to repair the property and today it would cost much more because of inflation, which suggests the property cannot be repaired cost effectively and that further justifies demolition
- The **Board** should adopt the **Building Commissioner's** Order as the Board's findings and find that the property warrants demolition because it cannot be repaired cost effectively and order the property to be demolished;
- City staff would oppose any extension of time or any type of repair order for **Davidhizar** "because we believe very strongly that the repairs will not be made and cannot be made by him";
- However, if the **Board** were to consider that, the **Board** should assess a civil penalty that would be suspended upon his completion of his completing the repair order;
- Again, **City staff** would recommend against that;
- But if **Board** members believe the property should be repaired, he would recommend court action for receivership "because we firmly believe that as long as **Mr. Davidhizar** is in charge of the property it will not be repaired."

Given an opportunity to give a closing argument, Attorney Davis said:

- It's the job of **Board members** to serve as judges and the complaint in this case is the **Building Commissioner's** order, which is here for review;
- When the hearing began, **Assistant City Attorney Shuler** said there were three options for the **Board** – approve the **Building Commissioner's** Order, rescind it or modify it;
- The **Building Commissioner's** Order asks for demolition for one reason only – and that is that the condition of the property is such that it needs to be demolished and not because it has been vacant for 20 years and not because of any previous citations or anything of that sort;
- If that was part of the rationale for this Order, it should have been in the Order but it was not;
- The Order said the condition of the building was such that it should be demolished;
- In the past, for a home owned by **Mr. Davidhizar** at 214 East Clinton Street, the **Board** wanted to have a civil engineer come in and talk about what needed to be done with the building;
- That is what **Mr. Davidhizar** tried to do today – present evidence contrary to the **Building Commissioner's** conclusions based upon his guess as to whether the building is going to collapse or be a danger;
- **Board member Landis** has rightfully pointed out to the **Board** that the unsafe building statute is very broad and gives the **Board** a lot of authority to find things to be unsafe if it's a nuisance;
- For example, a building can be a nuisance but not necessarily unsafe;
- What's involved is a question of judgment for **Board** members "about what is the appropriate thing to do; what is going to serve the community the most";
- The **Board** "can, on the basis of what's in the statute, find it to be unsafe; there's no question about that" because a building could be found to be unsafe if someone was building a new house and there was a pause and there was no heating, it would be by definition an unsafe building;
- But the **Board** would not order a new building demolished because it didn't have a heating plant in it yet;
- That also would be true for any house going through the process of rehabilitation;
- So, what's being asked of the **Board** on behalf of the citizens of Goshen "is to think about what makes the most sense in these circumstances where there is significant value involved both ways";



Continuing, Attorney David also said:

- The repairs will be significant and costly and the demolition costs are also likely to be significant, perhaps as much or more than \$21,000;
- The property also has value; it's an old building made of brick and "it has some charm to it" based on views of its exterior;
- **Mr. Davidhizar** would like six or seven months to repair the home and it's not the **Board's** job to determine that time;
- If the **Board** rescinds the **Building Commissioner's** Order, and sends it back to the **Building Department**, the department can do any of the things discussed today in terms of enforcement;
- The **Board** "is not squeezed" and in a position that if the Board doesn't do something now it's never going to happen;
- If the **Board** rescinds the Order and sends it back to the **Building Department** with a recommendation that further enforcement actions be instituted, such as those discussed by **Assistant City Attorney Shuler**, then the **Board** is not pressed to approve the demolition Order;
- The **Board** can also modify the Order and a provision of the statute allows affirming the Order and then imposing a penalty and then holding it in abeyance while work is being done;
- The time limits under the statute are "extraordinary" for the kind of conditions that can exist that need to be resolved;
- The statute specifies a minimum of 10 days for a repair order and that's what happened in this case – there was a repair order issued in February, which was not reasonable because the **Building Department** wanted to recommend demolition, and that has happened;
- The statute also specifies that the repair period should not be longer than 60 days, but that also is not practical in many circumstances;
- So, in these cases there are the statutes as well as the necessity for judges to exercise discretion and judgment, and **Board** members are the judges of this case;
- **Board** members are "limited to what's in the complaint";
- So, the idea of discussing what has happened in the past with this house is not part of what the **Building Commissioner** brought to the **Board**;
- The **Building Commissioner** brought that information in testimony, but it is not in his demolition Order;
- If the **Board** approves the **Building Commissioner's** Order, it will be approving the demolition based on its present condition, which is the issue before the **Board**;
- **Mr. Davidhizar** has shown that the present condition of this building is that it can be repaired and reasonably;
- He would ask that the **Board** "rescind the Order of the **Building Commissioner** and send it back to the **Building Department** for whatever enforcement action seems to be appropriate in this case and it can be taken care of in a whole multitude of other ways besides demolition."

In response to **Davis'** closing argument, **City Attorney Stegelmann** pointed out that **Davis** referred to the **Building Commissioner's** Order as the "complaint" in this case and stated that it essentially failed to state a claim. But under the statute, Stegelmann said, there are six conditions that would make a property unsafe and he could identify at least two of those that are explained in the **Building Commissioner's** Order.

So, **Stegelmann** said the Order complies with the statute "and provides information sufficient to establish at least one of those six conditions that would make the property subject to enforcement and demolition."



Acting Chair Landis asked **City Attorney Stegelmann** if the Board would be subject to further legal arguments if it affirmed the Order as stated and some of those unsafe findings were contested. He asked if it would be better to modify the order by removing some of the findings and narrow it to include findings that were clearly established.

Stegelmann responded that the Building Commissioner's Order stated that the property was vacant and it listed 11 paragraphs of violations that the Board could find that the home is not maintained in a manner that would allow human habitation, occupancy or use under state statutes and local ordinances. He said the Order also contained a statement that the property is dangerous to person or property because of violations of the Neighborhood Preservation Ordinance, particularly violations concerning damage and deterioration to the foundation, falling or missing cinder blocks, collapsing floors, ceilings and walls and its unsecured nature. He said that just one of the six categories under the statute could make the property unsafe.

Acting Chair Landis asked if the Board could affirm the Order as written. **Stegelmann** said the Board could do so if it found that those conditions existed at the property.

Acting Chair Landis said since there is latitude in the Order in that it states some ceilings are collapsing and not all and states there are some holes in the roof, it seems like the Order is accurate. He said **Davidhizar's** engineer testified that the whole house isn't about to collapse into the basement, but that doesn't negate the Building Commissioner's report about the poor condition of the home.

Stegelmann said one of the six conditions that if found by the Board could establish that the property was unsafe was that the house was in an "impaired structural condition that makes it unsafe to person or property." He said the state statute doesn't require the finding of all six conditions – just one of those six conditions.

Acting Chair Landis said in the past the Board approved orders for demolition in which the houses were later sold and the buyer knew the property was under a demolition order. He said the buyer gambled that if the property was repaired, the Building Commissioner would rescind the order. He asked if there was anything that would prevent that scenario from happening here. **Stegelmann** said nothing could prohibit that from happening on this property.

Acting Chair Landis asked if the Board ordered demolition in four months, but requested a status report every 30 days to ensure work was being done, wasn't that what happened in those other cases. **Stegelmann** said in the other cases, demolition was ordered in a set period of time, there was movement to sell the properties and the new owners came before the Board and asked for additional time to make repairs.

Acting Chair Landis said in this case, if **Davidhizar** didn't want to sell and the Board scheduled demolition in four months, Davidhizar could appear before the Board every 30 days and report on work at the house in hopes that after four months the Board might adjust the demolition order. **Stegelmann** said that could happen.

Board member Swartley asked if it was possible to ask why the electrical permits were not granted by the City.

Stegelmann said he believed the Board was past the point of taking evidence.

Acting Chair Landis asked to hear from Board members

Board member Nichols said the Building Commissioner's order was clearly justifiable.

Board member Myers asked if **Board member Landis** was suggesting providing a four-month window for dealing with the property.

Acting Chair Landis said he was only asking the question because in the past the Board has been advised by counsel to make decisions not based on history, but only on the most recent inspection report. He said he was on the Board about 10 years ago when it ordered the receivership for the property and nothing came of that. He added that "no one can say that there wasn't an awareness that something was supposed to happen to that property."

Board member Nichols said the Board is allowed to use the testimony presented today in its findings. She said the Board was told that nothing has happened at that property for at least 17 years, so that testimony shows that the Building Commissioner's order is valid.



Acting Chair Landis said Board members are being asked to be good judges, but members are judging more than if the floor joists are structurally sound. He said that's really not Board members' job. He said Board members "are here for the community and we're looking at a house that is an eyesore. It's a public nuisance and that's part of what the state statute allows us to make decisions on.

"Now, if we want to have some grace and say 'OK, we'll ignore all the history of all the houses that the City has dealt with from Mr. Davidhizar and we're going to give you one shot to prove, finally, that you're not who everybody thinks you are,' then I think there have to be conditions on that. We can't just say, 'Yeah, we'll give you eight months' and then we go through the same circus again eight months from now."

Acting Chair Landis said he agrees it would be a lovely house if it was renovated, "but sometimes people need a fire lit underneath them with consequences in order for that to happen. And I'm not sure there's anything that gives us or gives the Commissioner the ability to do that. I mean, with all of **Mr. Davidhizar's** assets, a fine? Are you kidding me?" Acting Chair Landis said **Davidhizar** hired **Mr. Davis** and imposing a fine would be "meaningless," adding, "So, if the only thing that has meaning is if the house disappears, then maybe that's enough to get some action to occur."

Board member Swartley said, "It seems like it took this Order to get **Mr. Davidhizar** here to say, 'Oh, I'm going to do this and I'm going to do that.' So, I agree it's difficult to separate historical data that we have. I mean, it's a lovely house. I would hate to have that house torn down, but there's nothing in my experience with Mr. Davidhizar that indicates to me (that) eight months is going to make any kind of difference in this home."

Board member Nichols responded that based on what the Board heard today, it is a beautiful and historical home. "And it's been beautiful for the 50 years you've owned it. And there's been a school across the street for whenever that school was built. All those things that you said about why you wanted to rehab it have been true for decades and it should have been done decades ago and it wasn't. So, if we're strictly taking **Mr. Davidhizar's** plea, to make this house habitable, it could have happened years ago at least to some degree. I'm not saying it could have been the Taj Mahal, but it could have looked a heckuva lot better than this."

Acting Chair Landis asked **City Attorney Stegelmann** if the Board needed to affirm the order of the Building Commissioner and set a date for demolishing the buildings. He also asked if the Board needed to modify the demolition deadline if it wanted a later date. **Stegelmann** said the Order calls for home to be demolished and for the house and garage to be demolished on or before April 30, 2024. So, he said if the Board was inclined to give four months, the order could be modified to give a date four months later.

Acting Chair Landis asked if the Order could be modified to require that the Board get feedback as to how the demolition is proceeding. He said he didn't want to specify how **Davidhizar's** rehab plans are proceeding, but perhaps he could return and say he has found a buyer for the property and wants to sell it. **Stegelmann** said in that case, the Board could set a demolition deadline based on affirming the Building Commissioner's Order but then allowing **Davidhizar** to request to come before Board if has other plans or options for the property.

Acting Chair Landis said under that's scenario he would not give four months. He said if **Davidhizar** chooses to come back to the Board with something different than demolition, it should be by the end of May.

Based on Board member Nichols inquiry, Acting Chair Landis said he would make a motion.

Acting Chair Landis then made a motion to affirm the Order of the Building Commissioner that the property at 205/207 Middlebury Street in Goshen, due to the things listed in his order, that the property is demolished by May 31, 2024 and that Mr. Davidhizar has the option of appearing back before this Board prior to that if he has a plan in place that would have the Board and the Building Commissioner changing that demolition order, but there needs to be a plan and not just an idea. Board member Nichols seconded the motion. The motion passed on a 4-0 vote.



At 6:33 p.m., Acting Chair Landis closed the public hearing to review the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).

Approval of Civil City and Utility Claims

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

Adjournment

Acting Chair Landis adjourned the Board of Works meeting at 6:34 p.m.

CITY EXHIBIT #1: *An April 11, 2024 memorandum written by City Building Inspector Travis Eash and a packet of information distributed to Board members about the property at 205/207 Middlebury Street. Besides the memo, the packet included Eash's Feb. 13, 2024 property inspection report and 39 pages of color photographs of the property. This information was submitted during and for consideration of agenda item #14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).*

RESPONDENT'S EXHIBIT #1: *A black and white photograph of the home at 205/207 Middlebury Street submitted by John William "Bill" Davis, an attorney representing Ronald Davidhizar. It was submitted during and for consideration of agenda item #14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).*

RESPONDENT'S EXHIBIT #2: *A black and white photograph of the garage behind 205/207 Middlebury Street submitted by John William "Bill" Davis, an attorney representing Ronald Davidhizar. It was submitted during and for consideration of agenda item #14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).*

RESPONDENT'S EXHIBIT #3: *A two-page professional resume of Kevin M. Finn, P.E., a consulting engineer from Elkhart retained by Ronald Davidhizar. The resume was submitted during and for consideration of agenda item #14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).*

RESPONDENT'S EXHIBIT #4: *A Structural Inspection report, dated April 10, by Kevin M. Finn, P.E. The 10-page report, which included detailed findings and color photographs, was submitted during and for consideration of agenda item #14) Review of the Order of the City of Goshen Building Commissioner for 205/207 Middlebury Street (Ronald E. Davidhizar, property owner).*



APPROVED:

Mayor Gina Leichty

Mike Landis, Member

Orv Myers, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST:

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

April 25, 2024

To: Board of Public Works and Safety
From: Brandy Toms, Paralegal
Subject: Open sealed bids for purchase of two (2) chassis/cab units

On behalf of the Goshen Water & Sewer and the Fleet Manager, the City solicited sealed bids for purchase of two (2) chassis/cab units in accordance with Indiana Code § 5-22-8-3. Legal asks that the Board of Public Works & Safety **open any and all sealed bids submitted for consideration and return all bid packages to Legal for review.**



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April 22, 2024

To: Goshen Board of Public Works and Safety
From: Don Shuler, Assistant City Attorney
Subject: Open Sealed Proposals for Goshen New South Fire Station

The City has solicited sealed proposals to be opened by the Board of Public Works and Safety seeking proposals and qualifications for the design, development, and build of the New South Fire Station.

A sealed proposal may be delivered to the Board, c/o Clerk-Treasurer's Office until 3:45 p.m. of the date of the meeting. After 3:45 pm and up until 4:00 p.m. of the date of the meeting, a sealed proposal may be delivered to the Board in the City Court Room/Council Chambers.

Prior to opening proposals, it is recommended that an announcement be made to determine if there are any additional proposals to be submitted to the Board. Otherwise, any proposal that is submitted after the Board begins opening proposals will be returned. After making this announcement, the Board should **open any and all sealed bids submitted for consideration and return all proposals to Legal Department for review.**



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: April 25th, 2024

From: Jose' Miller, Chief of Police

Reference: The Retirement of Officer David J. Pena #112

I am requesting that the Board of Public Works and Safety **approve the retirement of Officer David J. Pena #112 effective April 19th, 2024.** Officer Pena started his full-time career at the Goshen Police Department on March 17th, 1995, giving this community just over twenty-nine (29) years of service. Prior to working at Goshen Police Department, he worked as an officer at Ligonier Police Department.

Officer Pena worked most of those years on the dayshift and midnight shift. Officer Pena served our department as a motorcycle officer and as a hostage negotiator. Officer Pena has a great deal of knowledge and experience which will truly be missed.

I would like to thank Officer Pena for his service and commitment to this department and our community. I wish him the absolute best in his retirement and any future endeavors.

Respectfully,

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

From: Patrolman David J Pena, 112th Officer of the Goshen Police Department

To: City of Goshen, Indiana
Mayor G Leichty
Chief of Police J Miller
Assistant Chief S Turner
Division Chief R Adams
Division Chief M Mora

Greetings,

On this day, April 8th, 2024, as today's events unfold, I am reminded that time pauses for no one. Though the light that shines may be obscured to cast a shadow to what lies ahead, this light reemerges and continues to shed its light. We must not fear the darkness of what is to come, but welcome it as a new beginning. As today's shadow slowly creeps upon us, I turn to nature to be inspired. Nature reawakens as if a new day.

With this said, today I announce that at the end of my shift of April 18th, 2024, effective April 19th, 2024, at 0730hrs, I will consider myself as a retired Goshen, Indiana, Police Officer. In my last 9 working nights, I will prepare for my departure.

My time here has come to an end. My career has been interesting and has been a great experience. I take with me the memories of joy and the scars of sadness that many of us have shared. I leave with you the courage to stand strong and the humbleness to be compassionate, not only to one another but for the community that we serve. Godspeed to those that continue on.

In Honor and Respect,

A handwritten signature in black ink, appearing to read 'David J Pena', written in a cursive style.

Ptln David J Pena, 112th



**City Clerk-Treasurer
CITY OF GOSHEN**

202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 25, 2024
Subject: **Stephanie Balagna** request to place a 16-foot long moving/storage container in front of 1722 College Manor Drive, May 3-6, 2024

The Clerk-Treasurer's Office received the following request for the Board of Public Works & Safety:

My name is Stephanie Balagna and I have just moved to Goshen and purchased a condo at 1722 College Manor Drive.

I will have two PODS delivered on May 3rd. One will be in my personal driveway. I have a shared driveway so both PODS will not fit. I am requesting that I be allowed to park one of my PODS in the street in front of the condo, along the side of the curb, from the morning of May 3rd until the morning of May 6th. PODS company does not deliver or pick up on weekends from the Fort Wayne PODS storage area they were taken to upon my move from Iowa to Goshen. Fort Wayne is the closest PODS storage area.

The POD is 8 feet wide and 8 feet tall and 16 feet long.

I'm going to have my son, Joshua Snyder, represent me at the April 25th Board meeting as I will still be on vacation overseas on that date. He will also take care of any fees and appropriate signage, street barriers etc. that the City might require. His contact information is (319) 591-0466 and joshksnyder@gmail.com. He is a local teacher at Model Elementary and assistant high school soccer coach in Goshen.

Please contact me at this email if you have any further questions.

Thank you for your consideration.

Sincerely,

Stephanie Balagna

Phone: (319) 936 0549

Email: stephaniebalagna@hotmail.com

Suggested motion: Approve the request from Stephanie Balagna to place a moving container in the City's right-of-way in front of 1722 College Manor Drive, from May 3-6, 2024, on the condition that the applicant follow the terms and direction of City of Goshen staff.



April 19, 2024

City of Goshen – Board of Works
202 S. 5th St.
Goshen, IN 46528

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.) Goshen, IN 46527
Contact(s): Ellen Meihofer, Marketing/Comm. Engagement - 534.2506, ext. 7501

The credit union respectfully requests the following use of the Powerhouse parking lot:

Purpose: “Shred-It Days” staging
Date(s): Friday – June 7, 2024
7:30 am to 3:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 8, 2024
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

*Because of the popularity, the times may be adjusted – yet to be finalized.

In addition, we request the use of four barricades from the Street Department.

A popular event for Interra members is the annual “Shred-It Days.”

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure the orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2023 was almost 30,000 pounds.

Thank you for your consideration,

Ellen Meihofer
Marketing & Community Engagement Associate

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

W Lincoln Ave

S 2nd St

S 2nd St

S 2nd St

S 2nd St

S 2nd St

Snyder Paints & Wallpaper

Interra Parking Lot

Interra Parking Lot

Interra Parking Lot

INterra
CREDIT UNION
Main Office

Interra Employee Lot



Entrance will be closed.



Goshen Brewing Company

Interra Drive Thru

Enter here.



W Washington St

Powerhouse Park

Canal Trail

Millrace Canal Trail

Members Only Shred-It Days 2024

Friday, June 7
(9-11 am & 1-3 pm)

Saturday, June 8
(9-11 am)

Please enter the Powerhouse Parking Lot through the W. Washington St. entrance by the Interra drive thru.

Stay to the right all the way around the perimeter of the parking lot.

Have your proof of membership (membership card, debit card, check, etc.) and your ID ready when you arrive.



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Public Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: April 25, 2024
Subject: Historic Southside Neighborhood Association requests

On April 23, 2024, the Clerk-Treasurer's Office received the following email:

My name is Megan Hessel and I am the Chairperson for the Historic Southside Neighborhood Association (HSNA). I would like to be added to the Board of Works agenda for this coming Thursday, April 25th (if possible) to make three requests.

1. SPRING CLEAN-UP: Reserve three trash trailers to be placed in our neighborhood June 7-9. We would like to request the discounted half-price rate* that has been granted to neighborhoods in the past. As in past years, our neighbors will monitor what is placed in the trailers to ensure we do not accept prohibited items.

*I am aware that the price for this service will be increasing on June 1st and would like to get our request processed before the increase, if possible.

2. ANNUAL NEIGHBORHOOD PICNIC: I would like to request that the 500 block of South 7th Street be closed to vehicle traffic from 4p-8pm on Saturday, August 17th. Approximately 120 neighbors gather annually to share food and fellowship. Our neighborhood will distribute flyers in the morning reminding those who park in that block to kindly remove their cars before the event begins. We often have visits from the fire department as well.

3. FALL CLEAN-UP: Reserve three trash trailers to be placed in our neighborhood September 6-9th. We would like to request the discounted half-price rate that has been granted to neighborhoods in the past. As in past years, our neighbors will monitor what is placed in the trailers to ensure we do not accept prohibited items.

Please let me know if you need additional information. I appreciate your assistance.

Thanks,

Megan Hessel

773-580-0575

megan@hessel.net



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April 25, 2024

To: Board of Public Works and Safety

From: Brandy Toms, Paralegal

Subject: Reject bids for purchase and installation of generator and review specifications

The Goshen Water & Sewer wishes to reject all bids submitted for the purchase and installation of the Hilltop Booster Station generator so they may review the specifications and will reconsider bidding at a later time.

Suggested Motion:

Motion to reject all bids submitted to the City for the purchase and installation of a generator at Hilltop Booster Station so that Water & Sewer may review the project specifications for reconsideration to bid at a future time.



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April 25, 2024

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Award Bid for Cleaning Services of City Buildings and Approve Agreement with Service Provider.

The City solicited quotes for cleaning services of the Annex Building, City Hall and the Utilities Billing Office in accordance with Indiana Code § 5-22-8-3. All quotes were due on April 11, 2024.

The City received quotes from two cleaning companies. A summary of the quotes received is as follows:

Company	Total Weekly Cost	Total Monthly Cost	Total Annual Cost
Cathy's Cleaning	\$590	\$2557	\$30,684
Kelley's Cleaning LLC	\$1240	\$4960	\$59,520

It is recommended that the City award the bid for cleaning services of the City's Annex Building, City Hall, and Utilities Billing Office to Cathy's Cleaning Service as the lowest responsive and responsible quoter.

It is further recommended that the Board approve and authorize Mayor Leichty to execute an Agreement with Cathy's Cleaning Service for cleaning of City's Annex Building, City Hall, and Utilities Billing Office with services to start June 1, 2024 at an estimated annual cost of \$30,684.00.

Suggested motions:

Move to reject Kelley's Cleaning LLC as it was the highest quoter.

Move to award the bid for cleaning services of the City's Annex Building, City Hall, and Utilities Billing Office to Cathy's Cleaning Service as the lowest responsive and responsible quoter

Move to approve and authorize Mayor Leichty to execute the Agreement with Cathy's Cleaning Service for cleaning of City's Annex Building, City Hall, and Utilities Billing Office with services to start June 1, 2024 at an estimated annual cost of \$30,684.

AGREEMENT WITH CATHY’S CLEANING SERVICE FOR CLEANING SERVICES OF CITY BUILDINGS

THIS AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **Cathy’s Cleaning Service** (“Service Provider”), whose mailing address is 10 EMS D24 A Lane, Syracuse, IN 46567, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

1. Scope of Services.

- (A) Service Provider shall provide City the cleaning services for certain City of Goshen properties in accordance with the Specifications for such services that are made a part of and attached to this Agreement as Exhibit A.
- (B) For the purposes of this Agreement, all duties to be performed by Service Provider shall be referred to as the “Cleaning Services” or “Services,” and shall include all labor, equipment, materials, tools, insurance, supervision, and all other items necessary to provide the Cleaning Services to each Service Area in a timely and professional manner.

2. Effective Date; Term; Renewal.

- (A) The Agreement shall become effective June 1, 2024 upon approval by the Goshen Board of Public Works and Safety and Service Provider.
- (B) The initial term of this Agreement shall be for one year.
- (C) The Agreement shall be automatically renewed under the same terms and conditions for an additional three (3) one-year terms unless written notice of the intent to terminate this Agreement is delivered by either party to the other party at least ninety (90) days before the expiration of the term of the original agreement. The term of the renewal shall not be longer than the term of the original agreement.

3. Compensation; Payment.

- (A) City shall pay Service Provider on a monthly basis for the satisfactory performance of the cleaning services completed the previous calendar month based on the established Per Clean Price at each Building as set forth below:

Building	Location	Per Clean Price	Weekly Cost	*Monthly Cost
Annex Building	204 E. Jefferson St	\$125.00	\$250.00	\$1083.33
City Hall	202 S. 5 th Street	\$130.00	\$260.00	\$1126.66
Utilities Billing Office	203 S 5 th Street	\$40.00	\$80.00	\$346.66

*Cost based on a calculation of weekly cost multiplied by 52 (number of weeks in calendar year) divided by 12 (number of months in calendar year). Monthly cost is approximate.

- (B) Service Provider shall invoice City monthly for the Cleaning Services provided the previous calendar month. The invoice shall identify the Building, and the unit cost (or prorated portion thereof) for the Cleaning Services provided.
 - (1) Payment will be made within forty-five (45) days following City's receipt of the invoice and satisfactory performance of the Cleaning Services completed the previous calendar month. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
 - (2) Should any increase in rates be considered under this Agreement, any increase shall only occur at time of Agreement renewal and agreed upon by City. City must be given by written notice no less than ninety (90) days prior to renewal date of term year. Written notice shall include Building subject to increase, reason for increase, previous per clean price and new per clean price. At no time shall rate increase exceed ten percent (10%) of the current Per Clean Price. An agreement to a rate increase is no guarantee and City does reserve the right to terminate this Agreement if a rate increase is not agreed upon.
 - (3) Service Provider is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 4. **Licensing/Certification Standards.** Service Provider certifies that Service Provider and any subcontractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the Services provided by Service Provider pursuant to this Agreement. This shall specifically include the application of any chemicals to eliminate weeds.
- 5. **Independent Contractor.**
 - (A) Service Provider shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Service Provider shall be under the sole and exclusive direction and control of Service Provider 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 Service Provider and/or Service Provider's employees, agents or subcontractors.
 - (B) Service Provider understands that City will not carry worker's compensation or any other insurance on Service Provider and/or Service Provider's employees or subcontractors. Service Provider 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.
- 6. **Non-Discrimination.** In accordance with Indiana Code § 22-9-1-10, Service Provider and any 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 or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Agreement.
- 7. **Employment Eligibility Verification.**
 - (A) In accordance with Indiana Code § 22-5-1.7 et seq., Service Provider shall enroll in and verify the work eligibility status of all newly hired employees of the Service Provider

through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Service Provider is not required to participate in the E-Verify program should the program cease to exist. Service Provider is not required to participate in the E-Verify program if Service Provider is self-employed and does not employ any employees.

- (B) Service Provider shall not knowingly employ or Agreement with an unauthorized alien, and Service Provider shall not retain an employee or continue to contract with a person that Service Provider subsequently learns is an unauthorized alien. By execution of this Agreement, Service Provider affirms that Service Provider does not knowingly employ an unauthorized alien.
 - (C) Service Provider shall require their subcontractors, who perform work under this Agreement, to certify to Service Provider 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. Service Provider agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
 - (D) City may terminate if Service Provider fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.
8. **Contracting with Relatives.** In accordance with Indiana Code § 36-1-21, if the Service Provider 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 Service Provider certifies that Service Provider 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.
9. **Investment Activities in Iran.** In accordance with Indiana Code § 5-22-16.5, Service Provider certifies that Service Provider does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.
10. **Indemnification.**
- (A) Service Provider 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Service Provider or any of Service Provider's agents, officers, and employees during the performance of this Agreement. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Agreement.
 - (B) Service Provider shall be responsible for all injuries to persons and for all damages to property of City or others caused by or resulting from the negligence of Service Provider or any of Service Provider's agents, officers, and employees during the performance of Services under this Agreement.
11. **Insurance.**
- (A) Prior to commencing work, Service Provider 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 this Agreement with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Service Provider 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) Service Provider shall 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 \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

12. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. 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 fifteen (15) days from receipt of the notice of the Force Majeure Event, the party whose ability to perform has not been affected may, by giving written notice, terminate this Agreement and the other party shall have no recourse.

13. **Default.**

- (A) If Service Provider fails to perform the Services or comply with the provisions of this Agreement for a period of at least seven (7), except under conditions of a Force Majeure Event, then Service Provider may be considered in default.
- (B) Service Provider may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Service Provider of any obligation or duty owed under the provisions of this Agreement.
 - (2) Service Provider is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Service Provider becomes insolvent or in an unsound financial condition so as to endanger performance under this Agreement.
 - (4) Service Provider 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 Service Provider or any of Service Provider's property.

- (6) Service Provider is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Service Provider unable to perform the work described under the Specifications and Contract Documents.
- (7) The Agreement is subcontracted by Service Provider without the consent of City.
- (8) The Agreement or any right, monies or claims are assigned by Service Provider without the consent of the City.

14. **Termination.**

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Service Provider. In such event, City may issue a written notice of default and provide a period of time that shall not be less than seven (7) calendar days in which Service Provider shall have the opportunity to cure. If the default is not cured within the time period allowed, this Agreement may be terminated by the City.
- (C) In the event of default and failure of Service Provider 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 Service Provider shall be liable to the City for any excess costs incurred. If such provisions are made by City, Service Provider shall be responsible for any and all cost incurred by City, and such amounts shall be deducted from amounts City may owe Service Provider. If the costs exceed the amounts owed to Service Provider, Service Provider is liable to reimburse City for any such costs.
- (D) Upon termination, Service Provider shall be compensated for Services rendered prior to the effective date of termination, subject to any reimbursements due to City by reason of default.
- (E) 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.

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.

Address for City:

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

Address for Service Provider:

Cathy's Cleaning Service
Attention: Kara Trimmer
10 EMS D24 A Lane
Syracuse, IN 46567

16. **Subcontracting or Assignment.**

- (A) Except for providing weed treatment services, Service Provider shall not subcontract or assign any right or interest under this Agreement, including the right to payment, without having prior written approval from City. Any attempt by Service Provider to subcontract

or assign any portion of this Agreement shall not be construed to relieve Service Provider from any responsibility to fulfill all contractual obligations.

- (B) Service Provider may subcontract with a licensed entity or individual to provide weed treatment services.
17. **Amendments.** Any modification or amendment to the terms and conditions of this Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning this Agreement shall be of no force and effect.
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.
19. **Applicable Laws.**
- (A) Service Provider agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Agreement are incorporated by reference.
 - (B) Service Provider 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.
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 this Agreement.
 - (B) In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
 - (C) 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.
 - (D) 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.
21. **Severability.** 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.
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.
23. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Service Provider.

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

Cathy's Cleaning Service

Gina Leichty, Mayor

Kara Trimmer, Owner

Date: _____

Date: _____

City of Goshen General Cleaning Specs

Annex, City Hall, Utilities Billing Office

- Cleaning schedule is Monday and Wednesday either 6am-8am or anytime between the hours of 6pm-9-pm
- Trash can liners, paper products and hand soap to be supplied by the city. All other chemicals, supplies and equipment to be provided by the cleaning company
- The City shall observe the following holidays:
 - New Year's Day
 - Martin Luther King, Jr.'s Birthday
 - Good Friday
 - Primary Election Day
 - Memorial Day
 - Juneteenth National Independence Day
 - Independence Day
 - Labor Day
 - Indigenous Peoples' Day/Columbus Day
 - General Election Day
 - Veterans Day
 - Thanksgiving Holiday Thursday/Friday
 - Christmas Holiday December 24 and December 25
- **No vinegar and water solution is to be used for cleaning purposes**

Annex Building 204 E. Jefferson Street, Goshen, IN 46528

To be done each visit

Basement and 1st Floor offices and common areas

- Floors vacuumed and or mopped to include the stairs and mats
- Empty and dispose of all trash and recycling
- Dust window sills, baseboards, woodwork, flat surfaces (except desks) ledges, doors, tables to include polish and pictures
- Clean and sanitize water fountain, sinks and countertops
- Remove cobwebs
- Entrance doors and side windows cleaned inside and out (weather permitting)

Breakroom

- All flat surfaces dusted and or washed
- Sink and faucet cleaned and polished
- Spot check and clean cupboards as needed
- Remove cobwebs
- Clean exterior of appliances and polish (microwave to be cleaned inside and out)
- Floor vacuumed and mopped
- Empty and dispose of all trash and recycling

- Refill paper products and soap dispenser as needed

Restrooms (3)

- All flat surfaces dusted and or washed
- Clean baseboards especially around urinals, sinks and soap dispensers
- Clean and sanitize all toilets, urinals, stall panels, doors and sinks
- Polish mirrors
- Remove cobwebs
- Refill paper products and soap dispensers as needed
- Floors vacuumed and mopped
- Empty and dispose of all trash

Items to be done once weekly

- Bathroom and breakroom linoleum to be scrubbed and mopped to remove excess water
- Sinks to be scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash can liners to be changed out
- Wipe down walls around the toilets, urinals and sinks
- Vacuum and or clean out around the boot brushes outside entry doors (2) (weather permitting)
- Cleaning of bathroom fan vents by dusting or vacuuming

Items to be done semi-annually

- Dust tops of door frames, blinds and high ledges

City Hall 202 South 5th Street, Goshen, IN. 46528

To be done each visit

Basement and 1st Floor offices, common areas and elevator

- Floors vacuumed and or mopped to include the stairs and mats
- Empty and dispose of all trash and recycling to include 2 exterior with ashtrays
- Dust window sills, baseboards, woodwork, flat surfaces (except desks) ledges, doors, tables to include polish and pictures
- Clean and sanitize water fountains, sinks and countertops
- Remove cobwebs
- Entrance doors cleaned inside and out (weather permitting)

Breakroom

- All flat surfaces dusted and or washed
- Sink and faucet cleaned and polished
- Spot check and clean cupboards as needed
- Remove cobwebs
- Floor vacuumed and mopped

- Empty and dispose of all trash and recycling
- Refill paper products and soap dispenser as needed

Restrooms (3)

- All flat surfaces dusted and or washed
- Clean baseboards especially around urinals, sinks and soap dispensers
- Clean and sanitize all toilets, urinals, stall panels, doors and sinks
- Polish mirrors
- Refill paper products and soap dispensers as needed
- Floors vacuumed and mopped
- Remove cobwebs
- Empty and dispose of all trash

Items to be done once weekly

- Bathrooms and breakroom linoleum to be scrubbed and mopped to remove excess water
- Sinks to be scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash can liners to be changed out
- Wipe down walls around the toilets, urinals and sinks
- Elevator doors and inside car to be polished
- Cleaning of bathroom fan vents by dusting or vacuuming

Items to be done semi-annually

- Dust tops of door frames, blinds and high ledges

Utilities Billing Office 203 South 5th Street, Goshen, IN. 46528

To be done each visit

Common areas and offices

- Floors vacuumed and or mopped to include the stairs and mats
- Empty and dispose of all trash and recycling to include 1 exterior with ashtray
- Dust window sills, baseboards, woodwork, flat surfaces (except desks) ledges, doors, tables to include polish and pictures
- Clean and sanitize countertops
- Remove cobwebs
- Entrance door cleaned inside and out (weather permitting)
- Clean glass partition and door

Breakroom

- All flat surfaces dusted and or washed
- Sink and faucet cleaned and polished

- Spot check and clean cupboards as needed
- Remove cobwebs
- Floor vacuumed and mopped
- Empty and dispose of all trash and recycling
- Refill paper products and soap dispenser as needed

Restroom

- All flat surfaces dusted and or washed
- Clean baseboards especially around toilet and sink
- Clean and sanitize toilet, doors and sink
- Remove cobwebs
- Refill paper products and soap dispenser as needed
- Floor vacuumed and mopped
- Empty and dispose of trash

Items to be done once weekly

- Bathroom and breakroom linoleum to be scrubbed and mopped to remove excess water
- Sinks scrubbed to remove scale and soap scum (Comet or soft scrub type of cleaner)
- Trash liners to be changed out
- Wipe down walls around the toilet and sinks
- Cleaning of bathroom fan vents by dusting or vacuuming

Items to be done every 6 months

- Dust tops of door frames, blinds and high ledges



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

April 25, 2024

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Award bid for various hydraulic extrication tools and approve and authorize Mayor Liechty to execute purchase agreement with Impact Rescue.

The City solicited sealed quotes for the purchase of various hydraulic extrication tools in accordance with Indiana Code § 5-22-8-3.

The City received one quote in response to our invitation. Impact Rescue, LLC offered the following quote that met all of City’s specifications.

ITEM NO:	ITEM NAME	QTY	TOTAL QUOTE:	ITEM NO:	ITEM NAME	QTY	TOTAL QUOTE:
1	Cutters	1	\$14,542	6	Charger AC	1	\$647
2	Spreaders	1	\$14,996	7	Charger DC	1	\$548
3	Combi	1	\$15,303	8	Main Power Connector	1	\$1,954
4	Tele Ram	2	\$24,666	9	On-tool Charging Cord	1	\$116
5	Battery	EA	\$976	10	Tool diagnostics cord	1	\$165
TOTAL QUOTE:							\$73,913

It is recommended that the City accept the quote from Impact Rescue, LLC and authorize Mayor Leichy to execute the purchase agreement allowing Goshen Fire Department to purchase various hydraulic extrication tools and accessories in the approximate sum of \$73,913.

Suggested motions:

Move to award the quote for the purchase of various hydraulic extrication tools and accessories to Impact Rescue, LLC as the lowest responsible and responsive quoter.

Move to approve and authorize the Mayor Leichy to execute the purchase agreement with Impact Rescue, LLC for the purchase of various hydraulic extrication tools and accessories in the approximate sum of \$73,913.

PURCHASE AGREEMENT FOR HYDRAULIC EXTRICATION TOOLS

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on _____, 2024, which is the last signature date set forth below, by and between **Impact Rescue, LLC** (“Supplier”), whose mailing address is 3029 Marquette Court, Indianapolis, IN 46268, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Effective Date

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

Section 2. Purchase

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

Section 3. Delivery

- (A) Supplier agrees to deliver all supplies within one hundred eighty (180) calendar days from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:
City of Goshen Fire Department
Central Fire Station
209 N. 3rd Street
Goshen, IN 46528

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

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

otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- (A) City agrees to compensate Supplier for the Supplies provided in accordance with Supplier's proposal in Attachment B. This compensation is based on the purchase price of the items set forth in the proposal but may be more or less depending on quantity purchased:
- (B) The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen Fire Department
Attention: Steffen Schrock
209 N 3rd Street
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Inspection

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

- (D) If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- (E) Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Warranty

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

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 14. Force Majeure

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

Section 15. Default

- (A) If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- (C) It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- (D) Supplier may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
 - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
 - (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
 - (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
 - (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 16. Termination

- (A) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (B) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

Section 17. Notice

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

City:	Supplier:
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	Impact Rescue, LLC Attention: Martin Price 3029 Marquette Court Indianapolis, IN 46268

Section 18. Subcontracting or Assignment

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

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

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

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

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

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Bind Supplier

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

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

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

Impact Rescue, LLC

Gina Leichty, Mayor

Martin Price, Owner

Date

Date

DETAILED SPECIFICATIONS

ITEM	DETAILED SPECIFICATIONS- HYDRAULIC EXTRICATION TOOLS	YES	NO
ALL TOOLS:	GENERAL SPECIFICATIONS		
	Twist dead man control mechanism with automatic neutral position. Control handle with a minimum length of 3 in to provide full grip for the operator hand (no finger or thumb control)	✓	
	Battery should not be positioned at the back of the tool in order to avoid the risk of not being able to replace an empty battery that got stuck during operation	✓	
	The control handle must have two speed modes that allow to switch between the tool's high-speed and low-speed mode for optimal speed control during the rescue operation.	✓	
	The hydraulic pump flow and thus speed of the tool must be maximized at every load by a stepless mechatronic system inside the tool and not by means of pressure stages.	✓	
	The tool must have an auto start/stop function. The motor/drive system should automatically stop when the tool is not operated or has reached its maximum pressure in order to save battery capacity. The tool should restart by turning the control handle again.	✓	
	The tool must be equipped with a temperature management system that monitors and manages the tool and battery temperature to avoid overheating, enabling the tool to be used intensively even in hot weather conditions.	✓	
	The tool must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	
	The tool and on-tool charging cord should have a magnetic connector for quick and easy (dis)connection.	✓	
	The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.	✓	
	It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.	✓	
	Tool and battery must be suitable for underwater use (IPx7). Protection rate tool at least IP57. Protection rate battery at least IP67.	✓	
	It must be possible to check the performance of the drive system of a tool through diagnostic software.	✓	
	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	The charger should indicate the state of health of a battery.	✓	
	Certified according to EN13204 and NFPA1936 norm by an independent test institute.	✓	

	The tool must be labelled with an NFPA1936 compliance label with identifying mark of the independent test institute.	✓	
CUTTERS:	SPECIFIC SPECIFICATIONS		
ITEM NO. 1	The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.	✓	
	Cutter jaw mounted at an angle of 30 degrees in relation to the body of the tool. To reduce the effect of tool movement towards the passenger cell and thus the patient. And for a more ergonomic positioning when cutting above or below waist height.	✓	
	In fully open position blades must have U-shape design allowing the blades to pull material into the cutting recess for better cutting performance on pillars of latest car models.	✓	
	Blade opening at the tips of the blades bigger than 7 in.	✓	
	Maximum force not less than 303,492 lbf.	✓	
	Cutting round bar (acc. to EN13204) not less than 1.6 in.	✓	
	Cutting capacity acc. EN13204 at least category K.	✓	
	Cutting capacity acc. NFPA1936 at least A8 B8 C7 D9 E9 F4.	✓	
	Central bolt head and nut mounted directly to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access.	✓	
	To improve durability the blades must be machined from high grade tool steel and not forged.	✓	
	Aluminium blade holder fitted with a set of steel protection covers to shield the front of the tool from damage during the rescue operation.	✓	
	Maximum working pressure not less than 720 bar.	✓	
	Weight including battery shall not exceed 47.4 lb.	✓	
	Weight excluding battery shall not exceed 44.1 lb	✓	
	Dimensions inclusive battery (LxWxH) shall not exceed 35.5x11.1x11.1 in.	✓	
	Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.	✓	
	Sound emission at 3.3 ft under full load shall not exceed 75 dB(A)	✓	
	Sound emission at 13.1 ft under full load shall not exceed 66 dB(A).	✓	
	To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.	✓	
	ACCESSORIES: BATTERY		
	Suitable for under water use. Protection rate IP67.	✓	
	It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	
	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	Battery charging time with AC charger max 60 minutes.	✓	

	Continuous feedback on state of charge on SOC display on the battery.	✓	
	Battery capacity 7Ah.	✓	
	Battery type Li-Ion.	✓	
	Voltage 28 VDC.	✓	
	Energy 176Wh.	✓	
	ADDITIONAL ACCESSORIES		
	Adaptable to items listed in General Accessories	✓	
SPREADERS	SPECIFIC SPECIFICATIONS		
ITEM NO. 2	The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.	✓	
	Minimum spreading force 1 in from tips (acc. to EN13204) not less than 9666.7 lbf.	✓	
	Spreading opening not less than 29.5 in.	✓	
	Maximum spreading force at steel tips (not at aluminium arm) not less than 61,822.5 lbf.	✓	
	Maximum pulling force not less than 10116.4 lbf.	✓	
	Pulling distance not less than 24 in.	✓	
	Maximum squeezing force not less than 12,364.5 lbf.	✓	
	Maximum working pressure not less than 720 bar.	✓	
	Weight including battery shall not exceed 43 lb.	✓	
	Weight excluding battery shall not exceed 39.6 lb.	✓	
	Sound emission at 3.3 ft under full load shall not exceed 76 dB(A).	✓	
	Sound emission at 13.1 ft under full load shall not exceed 67 dB(A).	✓	
	Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.	✓	
	Dimensions inclusive battery (LxWxH) shall not exceed 37.8x11.1x11.1 in.	✓	
	To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.	✓	
	Teeth on spreader tips pointing in opposite direction for optimal grip over the full spreading range.	✓	
	Interlocking profile on inside of spreading tips and a flat start of spreading profile on the outside for easy and deep insertion of tips in narrow gaps.	✓	
	Taller middle row of teeth on spreading tips for immediate grip.	✓	
	ACCESSORIES: BATTERY		
	Suitable for under water use. Protection rate IP67.	✓	
	It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	
	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	Battery charging time with AC charger max 60 minutes.	✓	

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	Continuous feedback on state of charge on SOC display on the battery.	✓	
	Battery capacity 7Ah.	✓	
	Battery type Li-Ion.	✓	
	Voltage 28 VDC.	✓	
	Energy 176Wh.	✓	
	ADDITIONAL ACCESSORIES		
	Set of 2x pulling adapter, 2x spare tip and 2x cutting tip in synthetic carrying box.	✓	
	Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.	✓	
	Adaptable to items listed in General Accessories	✓	
COMBI:	SPECIFIC SPECIFICATIONS		
ITEM NO. 3	The control handle must be centrally placed at the back of the tool and be accessible over 360 degrees without any obstruction.	✓	
	Spreading/squeezing tips should be removable in one piece to avoid risk of losing parts.	✓	
	Spreading distance more than 14.7 in.	✓	
	Minimum spreading force according to EN13204 (1 in from the tip) at least 8,992.3 lbf.	✓	
	Maximum cutting opening at least 12.2 in.	✓	
	Maximum cutting force not less than 146,126 lbf.	✓	
	Cutting round bar according to EN13204 not less than 1.4 in.	✓	
	Cutting capacity according to EN13204 at least category J.	✓	
	Cutting capacity according to NFPA1936 at least A7 B8 C8 D8 E8 F3.	✓	
	Maximum pulling force not less than 22,480.9 lbf.	✓	
	Maximum squeezing force not less than 19,108.8 lbf.	✓	
	The cutting edge must have two elongated grip teeth to prevent materials from being pushed out of the blades and thus/therefore maximizing cutting performance.	✓	
	Central bolt head and nut mounted with direct contact to steel blades resulting in less blade separation (optimum cutting performance) and flatter design for better access.	✓	
	To improve durability the blades must be machined from high grade tool steel and not forged.	✓	
	Aluminium blade holder fitted with a set of steel protection covers to protect the front of the tool from unnecessary damage during the rescue operation.	✓	
	Maximum working pressure not less than 720 bar.	✓	
	Weight including battery shall not exceed 45.2 lb.	✓	
	Weight excluding battery shall not exceed 41.9 lb.	✓	
	Sound emission at 3.3 ft under full load shall not exceed 77 dB(A).	✓	
	Sound emission at 13.1 ft under full load shall not exceed 68 dB(A).	✓	
	Permanently fixed 360° carrying handle that functions through 360 degrees around the tool for easy tool handling in any position.	✓	
	Dimensions (LxWxH) shall not exceed 35.9x11.1x11.1 in.	✓	

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	To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery. The LED lights can be turned on or off by means of a switch.	✓	
	ACCESSORIES: BATTERY		
	Suitable for under water use. Protection rate IP67.	✓	
	It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	
	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	Battery charging time with AC charger max 60 minutes.	✓	
	Continuous feedback on state of charge on SOC display on the battery.	✓	
	Battery capacity 7Ah.	✓	
	Battery type Li-Ion.	✓	
	Voltage 28 VDC.	✓	
	Energy 176Wh.	✓	
	ADDITIONAL ACCESSORIES		
	Set of 2x pulling adapter, 2x spare tip and 2x cutting tip in synthetic carrying box.	✓	
	Set of pulling chains of 4.9 and 9.8 ft in synthetic carrying box.	✓	
	Adaptable to items listed in General Accessories.	✓	
TELE RAM	SPECIFIC SPECIFICATIONS		
ITEM NO. 4	The control handle must be placed perpendicular to the cylinder of the tool and be accessible over 360 degrees without any obstruction.	✓	
	Pushing stroke first plunger not less than 15.9 in.	✓	
	Pushing stroke second plunger not less than 14.9 in.	✓	
	Total stroke not less than 30.9 in.	✓	
	Retracted length not more than 22.9 in.	✓	
	Extended length not less than 53.7 in.	✓	
	Extended length with extension pipe not less than 70.8 in.	✓	
	Maximum pushing force first plunger not less than 30,349.2 lbf.	✓	
	Maximum pushing force second plunger not less than 14,612.6 lbf.	✓	
	Maximum working pressure not less than 540 bar.	✓	
	Ram head equipped with integrated laser that marks the ramming spot for first time right positioning.	✓	
	It must be possible to install an extension pipe without having to remove a ram head.	✓	
	Weight including battery shall not exceed 44.1 lb.	✓	
	Weight excluding battery shall not exceed 40.8 lb.	✓	
	Dimensions inclusive battery (LxWxH) shall not exceed 22.9x10.3x17.8 in.	✓	
	Sound emission at 3.3 ft under full load shall not exceed 73 dB(A).	✓	

	Sound emission at 13.1 ft under full load shall not exceed 64 dB(A).	✓	
	To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.	✓	
	Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.	✓	
	ACCESSORIES: BATTERY		
	Suitable for under water use. Protection rate IP67.	✓	
	It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	
	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	Battery charging time with AC charger max 60 minutes.	✓	
	Continuous feedback on state of charge on SOC display on the battery.	✓	
	Battery capacity 7Ah.	✓	
	Battery type Li-Ion.	✓	
	Voltage 28 VDC.	✓	
	Energy 176Wh.	✓	
	ADDITIONAL ACCESSORIES		
	It must be possible to install an extension pipe without having to remove a ram head.	✓	
	Weight including battery shall not exceed 39.7 lb.	✓	
	Weight excluding battery shall not exceed 36.4 lb.	✓	
	Dimensions inclusive battery (LxWxH) shall not exceed 22.9x10.3x17.8 in.	✓	
	Sound emission at 3.3 ft under full load shall not exceed 78 dB(A).	✓	
	Sound emission at 31.1 ft under full load shall not exceed 69 dB(A).	✓	
	To assist the operator and increase safety while working in dark or poorly lit circumstances the carrying handle shall have at least six integrated LED lights powered from the main battery illuminating both the plunger and the base side of the ram. The LED lights can be turned on or off by means of a switch.	✓	
	Double carrying handle for easy tool placement at both sides of the car and easy handling of the ram inside the car.	✓	
	Adaptable to items listed in General Accessories.	✓	
	GENERAL ACCESSORIES		
BATTERY (additional)	Suitable for under water use. Protection rate IP67.	✓	
ITEM NO. 5	It must be possible to charge the battery mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery.	✓	

	It must be possible to read out detailed state of health percentage of the battery by means of diagnostic software.	✓	
	Battery charging time with AC charger max 60 minutes.	✓	
	Continuous feedback on state of charge on SOC display on the battery.	✓	
	Battery capacity 7Ah.	✓	
	Battery type Li-Ion.	✓	
	Voltage 28 VDC.	✓	
	Energy 176Wh.	✓	
CHARGER AC (MAINS)	charging time for a 7Ah battery is max 60 minutes	✓	
ITEM NO. 6	Power 300W	✓	
	The charger must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery	✓	
	The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.	✓	
	It must be possible to connect 3 AC battery chargers in sequence to power the 3 chargers from one outlet.	✓	
	The charger should indicate the state of health of a battery.	✓	
	Mains voltage 100-240 VAC	✓	
	Mains frequency 50-60 Hz	✓	
CHARGER DC (CAR/TRUCK)	Power 73W	✓	
ITEM NO. 7	The charger must have an on-tool charge function. Possibility to charge the battery while mounted and connected to the tool to make sure the tool is always ready for use, equipped with battery	✓	
	The charger should be able to charge the battery on a tool and an extra battery on the charger without the need to swap these batteries.	✓	
	The charger should indicate the state of health of a battery.	✓	
	DC supply voltage 12-24 VDC	✓	
MAINS POWER CONNECTOR	A power cord to power the tool from the mains to have a back-up solution in case all batteries are empty.	✓	
ITEM NO. 8	tool cable length 11.5 ft	✓	
	mains cable length 32 ft	✓	
ON-TOOL CHARGING CORD	Cable to connect the tool to the charger for battery charging, so the battery can be charged while it remains on the tool. No need to take the battery of.	✓	
ITEM NO. 9	magnetic connector for quick and easy (dis)connection to the tool.	✓	
	Length 2m	✓	
TOOL DIAGNOSTICS CORD	Cable to connect the tool to a pc or laptop for battery and tool diagnostics through diagnostics software.	✓	
ITEM NO. 10	magnetic connector for quick and easy (dis)connection to the tool.	✓	
	Length 12.6 ft	✓	



3029 Marquette Ct.
Indianapolis, IN 42628
317.714.4143

martin.price@impactrescue.com

To the City of Goshen Fire Department,

Thank you for the opportunity to submit a Quote for Hydraulic Rescue tools. Enclosed is the Bid Specification Documents and our associated literature for Holmatro Rescue tools as requested.

Included you will find The following Documents:

1. Our completed Bid Specification Documents
2. A copy of a Quote for the items listed on the Itemized Bid Sheet.
3. A Copy of our LLC and W9
4. A copy of Holmatro Warranty Certificate
5. A copy of the spec sheets for each item quoted.

The Included Quote has been created to match the Items listed on the Itemized Bid Form. However the number of requested Chargers and Batteries is not the normal number that customers purchase. The normal numbers are at least 2 Batteries and 1 Charger and Charge cord per tool. We are happy to adjust these numbers to meet the needs of your department.

Current Delivery times are 3-6 Weeks.

Impact Rescue will provide training onsite for all department personnel on each shift at the time of delivery at no additional cost. This training will include general overview of the Holmatro Pentheon tools, Techniques for extrication, and general maintenance and upkeep of the tools.

Impact Rescue will also provide tool mounts for all purchased tools at no additional expense. These mounts can be received in either Vertical or Horizontal style. These are made by Plastix Plus and can be viewed at <https://www.pptexas.com/shop-now/holmatro-mounts/holmatro-pentheon-cas-mounts>.

Impact Rescue employs Full Time and Retired Firefighters with extensive backgrounds in rescue tools. They are also Factory trained and Certified by Holmatro to repair any model of Holmatro Rescue Tools and complete warranty repairs. Our personnel will schedule yearly service and upkeep of your Holmatro tools. The cost will be estimated per tool and a travel charge will be included. Parts are charged as needed and shall be pre-approved before installing. In the event a tool will have to be taken for repair a loaner tool will be provided.

Thank You again for the opportunity to provide Holmatro Rescue tools to the City of Goshen.

Martin Price - Owner

CITY OF GOSHEN, INDIANA



INVITATION FOR BIDS SPECIFICATION DOCUMENTS

Description: Purchase of Hydraulic Extrication Tool

Department: Goshen Fire Department

Due Date and Time: April 4, 2024 at 3:45 P.M.

Contact: Brandy L. Toms

Email: brandytoms@goshencity.com

Telephone Number: (574) 537-3816

ITEMIZED BID

Purchase Hydraulic Extrication Tools

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

Impact Rescue LLC

	Company Name	
Martin Price	Owner	
Print Name	Title	Signature

Address: 3029 Marquette Ct. Indianapolis, IN 46268

Telephone Number (s): Business: 317-714-4143 Cell: 317-714-4143

Acknowledgement of Addenda Number(s):

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

ITEM NO:	ITEM NAME	QTY	TOTAL QUOTE:	ITEM NO:	ITEM NAME	QTY	TOTAL QUOTE:
1	Cutters	1	\$ 14,542	6	Charger AC	1	\$ 647
2	Spreaders	1	\$ 14,996	7	Charger DC	1	\$ 548
3	Combi	1	\$ 15,303	8	Main Power Connector	1	\$ 1,954
4	Tele Ram	2	\$ 24,666	9	On-tool Charging Cord	1	\$ 116
5	Battery	EA	\$ 976	10	Tool diagnostics cord	1	\$ 165
TOTAL QUOTE:							\$ 73,913

DELIVERY: The goods, materials and/or equipment to be purchased for this project shall be delivered within one hundred eighty (180) calendar days from receipt of a notice to proceed from the City. (Please refer to page 7, General Terms and Conditions, #1 Delivery; Liquidated Damages of this Specifications Document.)

EXCEPTIONS

Contractor shall indicate below whether the Contractor's proposal contains any deviation from or exception taken to the stated Specification Documents.

Any product, materials or method that City, in its sole discretion, determines to be equal or better to that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended will be considered, provided the Contractor submits information that details how the method, goods, materials, and/or equipment offered for substitution will meet or exceed the minimum requirements of criteria and quality to that named in the Specification Documents.

Contractor is cautioned that any exception taken and deemed by City to be a material qualification or variance from the terms of the Specification Documents may result in this proposal being rejected as non-responsive.

In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms and conditions of the Specification Documents, and the Contractor shall be held liable for strict compliance.

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NO, this proposal does not contain any deviation from or exception taken to the stated Specification Documents, and this proposal shall be accepted as in strict compliance with all terms and conditions of the Specification Documents.

YES, this proposal does contain deviation from or exception taken to the stated Specification Documents which is/are detailed more fully below (attach additional pages if needed):

BUSINESS CERTIFICATION

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

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

The Contractor is operating as a (check one):

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

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

X State of Indiana and is currently registered with the Indiana Secretary of State. The Business ID number for the Contractor is 202107211508522.

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

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

NEPOTISM DISCLOSURE

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

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

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

Name of elected official: _____

Relationship to Contractor: _____

SIGNATURE

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

SIGNATURE MUST BE NOTARIZED

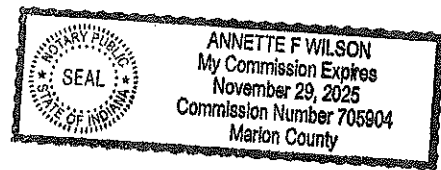
Contractor's Authorized Representative:

Signature: *M. Price* Title: owner
Printed: Martin L. Price Date: 3/21/24

STATE OF Indiana)
) SS:
COUNTY OF Marion)

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

Witness my hand and Notarial Seal this 21 day of March, 2024.



Annette F. Wilson
Printed Name: Annette F. Wilson
Notary Public of Marion County, _____
My Commission Expires: 11/29/25
Commission Number: 705904

Impact Rescue LLC
 3029 Marquette Ct
 Indianapolis, IN 46268
 317-714-4143
 martin.price@impactrescue.com
 www.impactrescue.com

Quote 1934



ADDRESS	SHIP TO	DATE	TOTAL	EXPIRATION DATE
Goshen Fire Department 209 N. 3rd Street Goshen, IN 46526	Goshen Fire Department 209 N. 3rd Street Goshen, IN 46526	03/15/2024	\$73,365.00	12/31/2024

TERRITORY: North
 SALES REP: Martin

DATE	PRODUCT OR SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
	PCU50 CUTTER NEXT GEN - 159.000.224	PCU50 CUTTER NEXT GEN	1	14,542.00	14,542.00
	PSP40 SPREADER NEXT GEN - 159.000.226	PSP40 SPREADER NEXT GEN	1	14,996.00	14,996.00
	PCT50 COMBI TOOL NEXT GEN -159.000.225	PCT50 COMBI TOOL NEXT GEN	1	15,303.00	15,303.00
	PTR50 TELESCOPIC RAM NEXT GEN - 159.000.227	PTR50 TELESCOPIC RAM NEXT GEN	2	12,333.00	24,666.00
	Pentheon Battery PBPA287 - 151.000.583	Pentheon Battery PBPA287	1	976.00	976.00
	Pentheon Battery Charger PBCH2 115V - 151.000.742	Pentheon Battery Charger PBCH2 115V	1	647.00	647.00
	POTC1 - On tool charging Cord - 151.000.499	POTC1 - On tool charging Cord	1	116.00	116.00
	Pentheon Mains Power Connector 115V PMC2 - 151.000.743	Pentheon Mains Power Connector 115V PMC2	1	1,954.00	1,954.00
	Tool Diagnostic cord PTDC1 - 151.000.508	Tool Diagnostic cord PTDC1	1	165.00	165.00

Thank You for your Business. We accept ACH Payments as well as Credit Cards. Checks can be mailed to 3029 Marquette Ct. Indianapolis, IN 46268

SUBTOTAL	73,365.00
TAX	0.00

This is an Ala Carte Price list and does not represent a final cost. Additional Batteries and Chargers will be required for the tools.

TOTAL	\$73,365.00
-------	-------------

You Can Count On Us For Life! - HOLMATRO

Customer will want to select type of Charger 12V or 110V.
Mounts will be provided at no additional cost.

THANK YOU.

Accepted By

Accepted Date

State of Indiana
Office of the Secretary of State

Certificate of Organization
of
IMPACT RESCUE LLC

I, HOLLI SULLIVAN, Secretary of State, hereby certify that Articles of Organization of the above Domestic Limited Liability Company have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Code.

NOW, THEREFORE, with this document I certify that said transaction will become effective
Wednesday, July 21, 2021.



In Witness Whereof, I have caused to be affixed my
signature and the seal of the State of Indiana, at the City
of Indianapolis, July 21, 2021.

A handwritten signature in cursive script that reads "Holli Sullivan".

HOLLI SULLIVAN
SECRETARY OF STATE

202107211508522 / 9089094

To ensure the certificate's validity, go to <https://bsd.sos.in.gov/PublicBusinessSearch>

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
07/21/2021 10:16 AM

ARTICLES OF ORGANIZATION

Formed pursuant to the provisions of the Indiana Code.

ARTICLE I - NAME AND PRINCIPAL OFFICE ADDRESS

BUSINESS ID 202107211508522
BUSINESS TYPE Domestic Limited Liability Company
BUSINESS NAME IMPACT RESCUE LLC
PRINCIPAL OFFICE ADDRESS 3029 Marquette Ct, Indianapolis, IN, 46268, USA

ARTICLE II - REGISTERED OFFICE AND ADDRESS

REGISTERED AGENT TYPE Individual
NAME Martin Price
ADDRESS 3029 Marquette Ct, Indianapolis, IN, 46268, USA
SERVICE OF PROCESS EMAIL martin.price@impactrescue.com

I acknowledge that the Service of Process email provided above is the email address at which electronic service of process may be accepted.

ARTICLE III - PERIOD OF DURATION AND EFFECTIVE DATE

PERIOD OF DURATION Perpetual
EFFECTIVE DATE 07/21/2021
EFFECTIVE TIME 09:56AM

ARTICLE IV - PRINCIPAL(S)

TITLE Manager
NAME Jessica Price
ADDRESS 3029 Marquette Ct, Indianapolis, IN, 46268, USA

TITLE Member
NAME Martin Price
ADDRESS 3029 Marquette Ct, Indianapolis, IN, 46268, USA

APPROVED AND FILED
HOLLI SULLIVAN
INDIANA SECRETARY OF STATE
07/21/2021 10:16 AM

MANAGEMENT INFORMATION

THE LLC WILL BE MANAGED BY MANAGER(S) Yes

SIGNATURE

THE SIGNATOR(S) REPRESENTS THAT THE REGISTERED AGENT NAMED IN THE APPLICATION HAS CONSENTED TO THE APPOINTMENT OF REGISTERED AGENT.

THE UNDERSIGNED, DESIRING TO FORM A LIMITED LIABILITY COMPANY PURSUANT TO THE PROVISIONS OF THE INDIANA BUSINESS FLEXIBILITY ACT EXECUTES THESE ARTICLES OF ORGANIZATION.

IN WITNESS WHEREOF, THE UNDERSIGNED HEREBY VERIFIES, SUBJECT TO THE PENALTIES OF PERJURY, THAT THE STATEMENTS CONTAINED HEREIN ARE TRUE, THIS DAY **July 21, 2021**.

SIGNATURE

Martin Price

TITLE

Member

Business ID : 202107211508522

Filing No : 9089094



Certificate for Lifetime Warranty for **Holmatro® hydraulic rescue tools**

Warranty:

Holmatro® hydraulic rescue tools, parts and accessories are guaranteed against defects in material and workmanship for as long as owned by the original purchaser.

The identity of the original purchaser and the date of purchase shall be established in each case by the return of the properly completed warranty registration card.

Warranty Terms:

The obligations of Holmatro® under this warranty include free replacement of the necessary parts and the shipping costs to return the equipment to the user, provided the inspection of the equipment has proved that the parts were defective at the time of purchase or were improperly designed or manufactured. The warranty inspection can only be performed by a Holmatro® service center and shipping costs to a Holmatro® service center will be for purchaser's account. Said warranty shall remain in effect only if (1) such goods are used normally and properly in accordance with Holmatro® instructions as to maintenance and operation, whether given orally or set forth in manuals and instruction sheets furnished by Holmatro®, and (2) the purchaser gives prompt notice to Holmatro® of any such defects and preserves and turns over all allegedly defective goods, parts or items.

Exclusions:

This warranty covers all defects in material and workmanship except:

Any damage occurring during shipments of the goods (for which claims shall be presented to the carrier). Normal wear and tear parts and consumable parts and items including (without limitation) with respect to hydraulic tools, wearable parts and accessories, all seal rings, plunger blocks, couplings and cutter blades. Goods sold but not manufactured by Holmatro, such as the Honda engine (for which Holmatro® shall make available to purchaser those warranties made available to Holmatro® by the manufacturer). Damage caused by abuse, improper use or corrosion. Damage caused by repairs performed by persons other than a Holmatro® service center or an official Holmatro® factory-trained distributor, or damage resulting from the use of parts other than genuine Holmatro® parts. Damage as the result of improper or neglected reasonable maintenance.

THE WARRANTY STATED HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, AND HOLMATRO EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS, PERFORMANCE OR SUITABILITY FOR A PARTICULAR PURPOSE.

Limitation of Damages:

Holmatro's obligation under this warranty is limited to repair and/or replacement, at Holmatro's option, of any defective Holmatro® tool, part, accessory or item, and under no circumstances, whether due to a breach of any warranty hereunder or any other cause, and whether arising in contract or in tort (including negligence or strict liability) shall Holmatro® be liable for (1) consequential or indirect loss or damage including, but not limited to, loss of profits, loss of production, plant downtime, or liabilities to customers or other third parties, or (2) loss or damage arising out of the sole or contributory negligence of the purchaser, its employees or agents, or any third party, or (3) any special or punitive damages of any nature. If Holmatro® determines, in its sole and final discretion, that the nature of the defect precludes remedy by repair and/or replacement, Holmatro® reserves the right to satisfy any warranty obligation by refunding the full purchase price, on return of all defective goods to Holmatro, shipping costs prepaid. Any action for breach of warranty or other action must be commenced within one year after such cause of action arises, except where applicable law would prohibit any such time restriction on the bringing of such an action.

Notices:

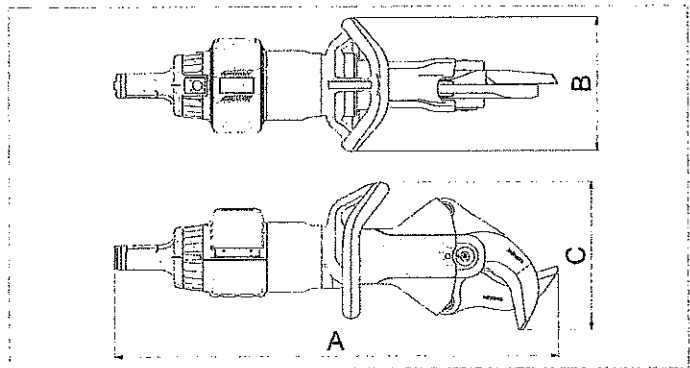
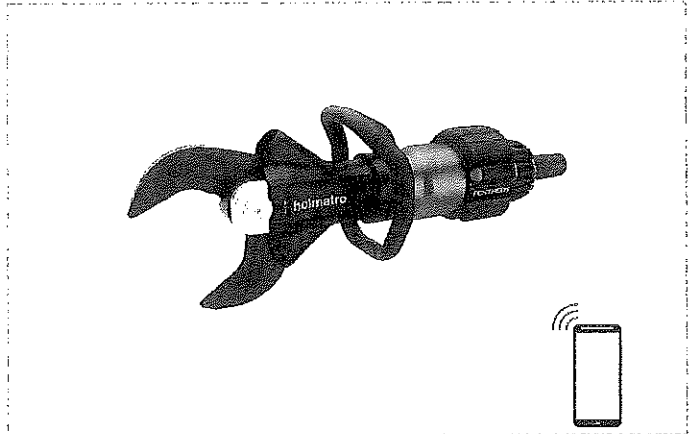
For all notices, information and inquiries concerning this warranty or Holmatro® service centers contact:

Holmatro, Inc.
505 McCormick Drive
Glen Burnie, MD 21061-3254 USA
phone: 410-768-9662
fax: 410-768-4878
<http://www.holmatro.com>

Technical specification sheet

PCU50 | Cutter

Specifications		
article number		159.000.224
model		PCU50
short description		Cutter
max. working pressure	psi	10443
battery included		no
max. cutting opening	in	7.2
theoretical cutting force	lbf	312260
protection rate		IP57
sound emission @ 1m/3.25ft	dB(A)	76
sound emission @ 4m/13ft	dB(A)	67
hydraulic oil type		ISO-L HV VG 36
NCT		yes
cutter jaw		inclined
weight, ready for use	lb	47.4
temperature range	°F	-4 +131
weight excl. battery	lb	44.1
dimensions (AxBxC)	in	35.1 x 10.6 x 10.8
EN 13204 compliant		yes
EN 13204 classification		BC165K-21.5
EN 13204, cutting capacity		1K 2K 3K 4K 5K
NFPA 1936 compliant		yes
NFPA 1936, cutting capacity		A8 B8 C7 D9 E9 F4



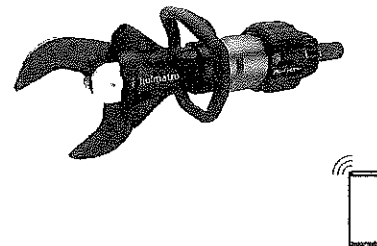
Safety factors / tests	
hydraulic safety factor	2:1
endurance test tool	1000 cycles of biting in material that cannot be cut
endurance test dead man's handle	6000 cycles

Required Accessories	
Battery PBPA287	151.000.583
Battery Charger PBCH3 (DC)	151.000.632
Battery Charger PBCH2 (AC-US)	151.000.742

Accessories	
Tool Diagnostic Cord PTDC1	151.000.508
Battery Diagnostic Tool PBDT1	151.000.509
Mains Power Connector PMC2 (US)	151.000.743



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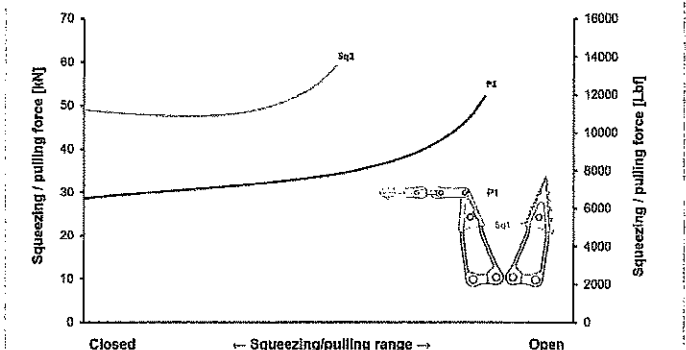
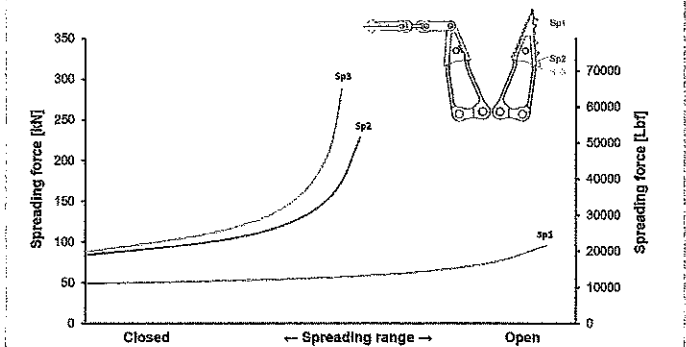
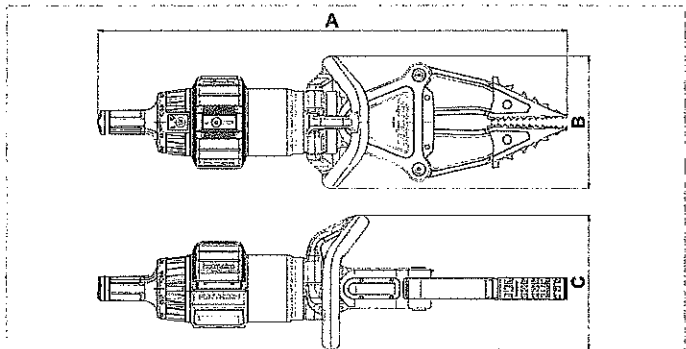
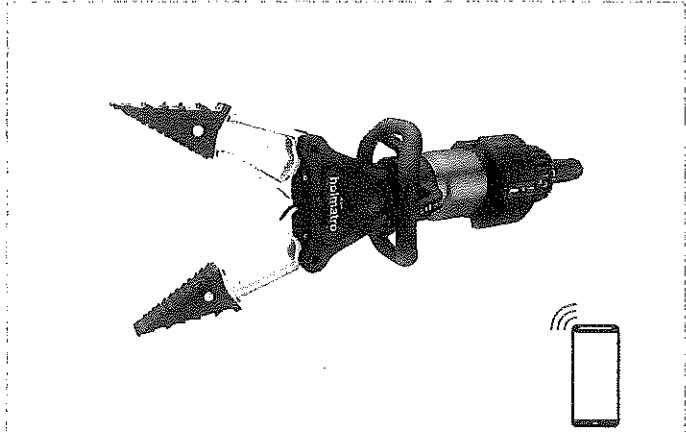
Technical specification sheet

PSP40 | Spreader

Specifications			
article number			159.000.226
model			PSP40
short description			Spreader
max. working pressure	psi		10443
battery included			no
spreading distance	in		28.5
max. pulling force	lbf		11623
pulling distance	in		24.1
max. spreading force	lbf		62947
theoretical calculated spreading force	lbf		196708
min. spreading force (EN 13204)	lbf		9667
max. spreading force, 25mm/1in from the tip	lbf		20907
max. squeezing force	lbf		13264
protection rate			IP57
sound emission @ 1m/3.25ft	dB(A)		74
sound emission @ 4m/13ft	dB(A)		65
hydraulic oil type			ISO-L HV VG 36
weight, ready for use	lb		42.8
weight excl. battery	lb		39.5
temperature range	°F		-4 +131
dimensions (AxBxC)	in		37.6 x 10.6 x 10.9
EN 13204 classification			AS43/725-19.4
EN 13204 compliant			yes
NFPA 1936, HPF	lbf		11623
NFPA 1936, HSF	lbf		15557
NFPA 1936, LPF	lbf		6070
NFPA 1936, LSF	lbf		8790
NFPA 1936 compliant			yes

Safety factors / tests			
hydraulic safety factor			2:1
endurance test tool			1000 cycles of opening and closing while arms are loaded
endurance test dead man's handle			6000 cycles

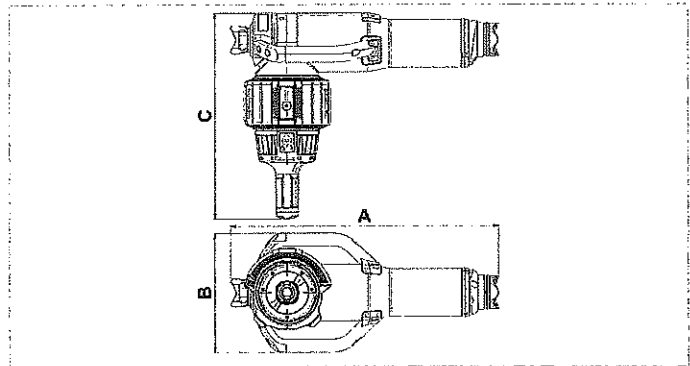
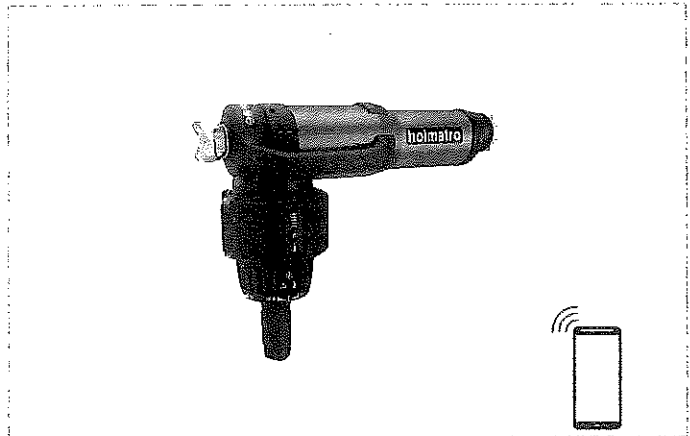
Required Accessories			
Battery PBPA287			151.000.583
Battery Charger PBCH3 (DC)			151.000.632
Battery Charger PBCH2 (AC-US)			151.000.742



Technical specification sheet

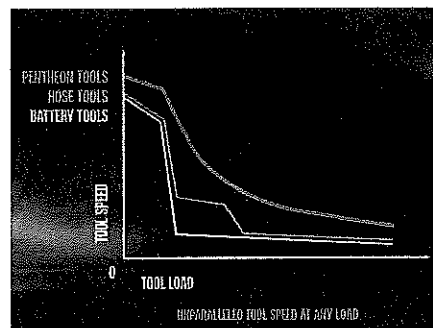
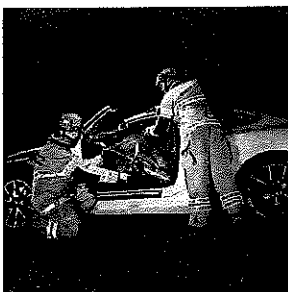
PTR50 | Telescopic Ram

Specifications		
article number		159.000.227
model		PTR50
short description		Telescopic Ram
max. working pressure	psi	7832
battery included		no
spreading stroke 1st plunger	in	15.9
spreading stroke 2nd plunger	in	15
total spreading stroke	in	31
retracted length	in	22.8
extended length	in	53.7
max. spreading force 1st plunger	lbf	30574
max. spreading force 2nd plunger	lbf	14613
protection rate		IP57
sound emission @ 1m/3.25ft	dB(A)	75
sound emission @ 4m/13ft	dB(A)	66
hydraulic oil type		ISO-L HV VG 36
number of plungers		2
weight, ready for use	lb	45.2
temperature range	°F	-4 +131
weight excl. battery	lb	41.9
dimensions (AxBxC)	in	22.8 x 10.1 x 17.4
EN 13204 classification		TR136/405-65/382-20.5
EN 13204 compliant		yes
NFPA 1936, HSF	lbf	30574
NFPA 1936, LSF	lbf	14613
NFPA 1936 compliant		yes



Safety factors / tests		
hydraulic safety factor		2:1
endurance test tool		1000 cycles of spreading while the tool is loaded
endurance test dead man's handle		6000 cycles

Required Accessories		
Battery PBPA287		151.000.583
Battery Charger PBCH3 (DC)		151.000.632
Battery Charger PBCH2 (AC-US)		151.000.742



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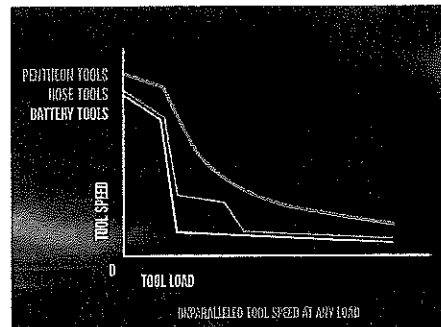
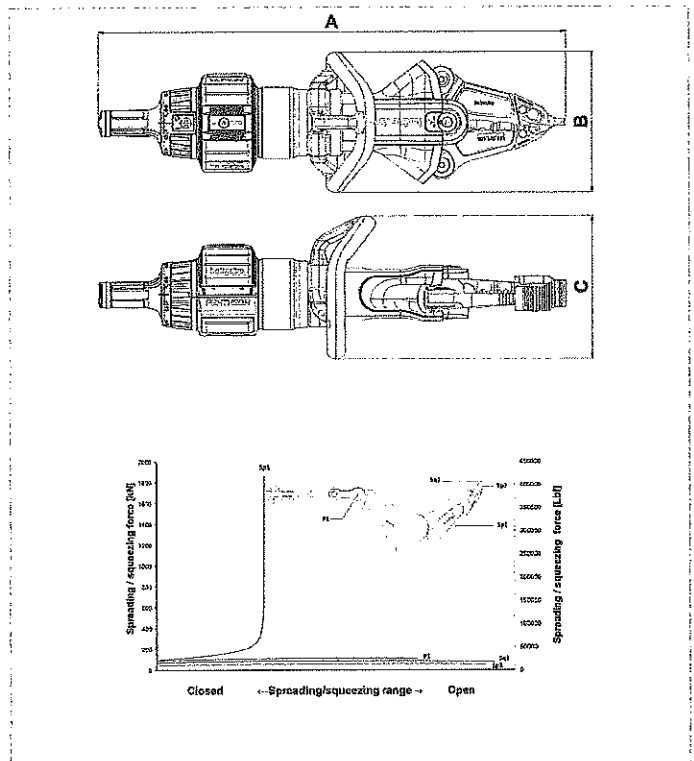
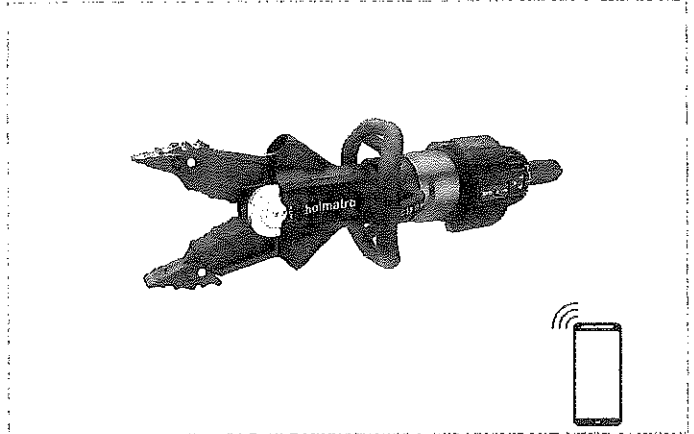
Technical specification sheet

PCT50 | Combi Tool

Specifications		
article number		159.000.225
model		PCT50
short description		Combi Tool
max. working pressure	psi	10443
battery included		no
max. cutting opening	in	12.6
max. spreading force	lbf	418145
pulling distance	in	10
spreading distance	in	15
min. spreading force (EN 13204)	lbf	9667
theoretical cutting force	lbf	150622
max. squeezing force	lbf	19558
max. pulling force	lbf	23380
protection rate		IP57
sound emission @ 1m/3.25ft	dB(A)	73
sound emission @ 4m/13ft	dB(A)	64
hydraulic oil type		ISO-L HV VG 36
weight, ready for use	lb	45.0
weight excl. battery	lb	41.7
temperature range	°F	-4 +131
dimensions (AxBxC)	in	35.4 x 10.6 x 10.7
EN 13204 compliant		yes
EN 13204 classification		CK43/380J-20.4
EN 13204, cutting capacity		1J 2J 3K 4K 5K
NFPA 1936 compliant		yes
NFPA 1936, cutting capacity		A7 B8 C8 D8 E8 F3
NFPA 1936, HPF	lbf	23380
NFPA 1936, LPF	lbf	17917
NFPA 1936, HSF	lbf	9554
NFPA 1936, LSF	lbf	7396

Safety factors / tests	
hydraulic safety factor	2:1
endurance test tool	1000 cycles of spreading and pulling while the tool is loaded and 1000 cycles of biting in material that cannot be cut
endurance test dead man's handle	6000 cycles

Required Accessories	
Battery PBPA287	151.000.583
Battery Charger PBCH3 (DC)	151.000.632
Battery Charger PBCH2 (AC-US)	151.000.742



Technical specification sheet

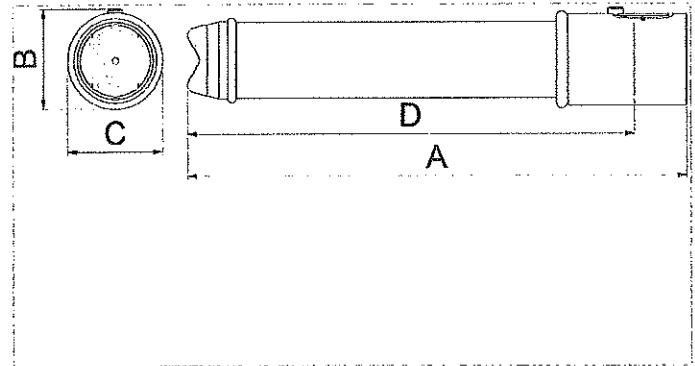
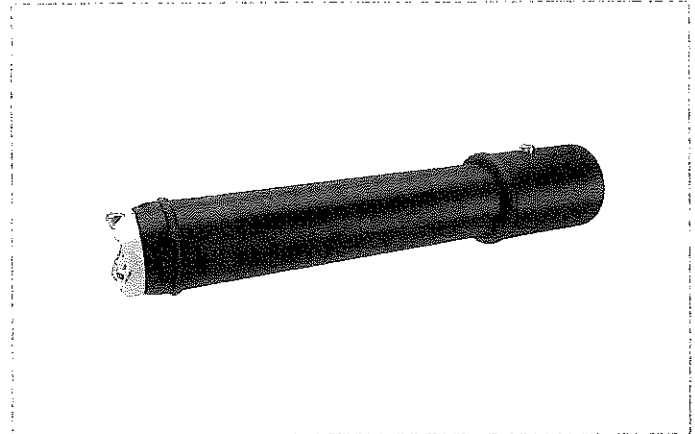
TRE05 | Extension Pipe

Specifications

article number		151.001.902
model		TRE05
short description		Extension Pipe
weight, ready for use	lb	10.1
dimensions (AxBxC)	in	19.3 x 3.9 x 3.5
temperature range	°F	-4 + 131

Technical drawing dimensions

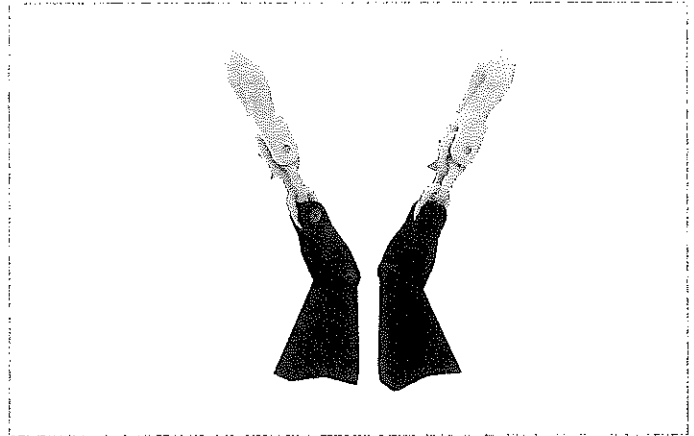
dimension D	in	17.3
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Technical specification sheet

PAS 02 | Pulling Attachment Set

Specifications		
article number		150.182.274
model		PAS 02
short description		Pulling Attachment Set
weight, ready for use	lb	10.1

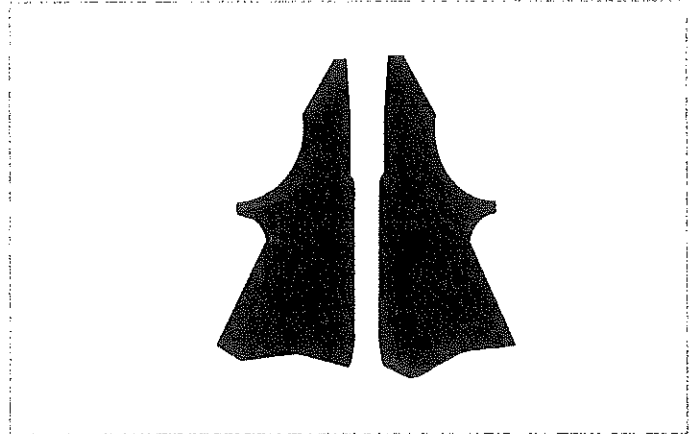


Technical specification sheet

CTS 01 | Cutting Tip Set

Specifications

article number		150.006.474
model		CTS 01
short description		Cutting Tip Set
weight, ready for use	lb	5.7



Technical specification sheet

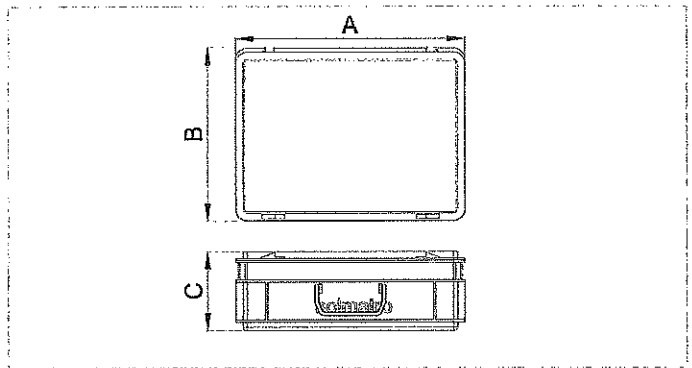
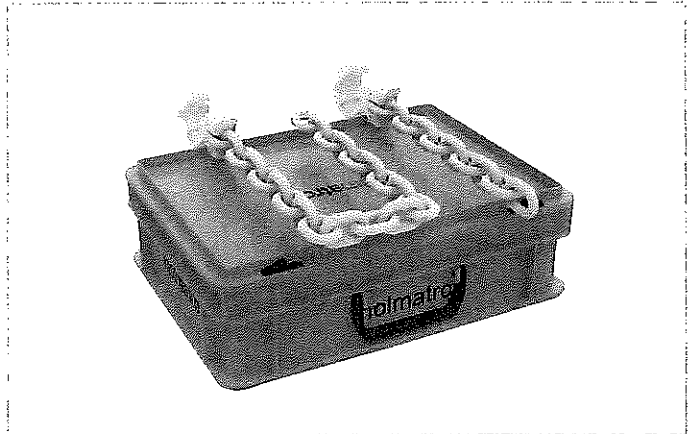
PCS 02 | Pulling Chains Set In Case

Specifications

article number		150.582.021
model		PCS 02
short description		Pulling Chains Set In Case
weight, ready for use	lb	28.2
dimensions (AxBxC)	in	15.7 x 11.8 x 5.2

Standard supplied with

- Chain thickness 10mm/0.4in
- Chain lengths 1.5m/5ft + 3m/10ft



Technical specification sheet

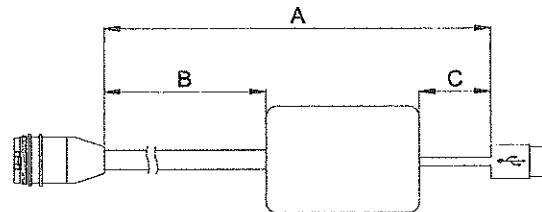
PTDC1 | Tool Diagnostic Cord

Specifications

article number		151.000.508
model		PTDC1
short description		Tool Diagnostic Cord
weight, ready for use	lb	0.4
temperature range	°F	32 + 131

Technical drawing dimensions

dimension A	in	151.6
dimension B	in	78.7
dimension C	in	70.9

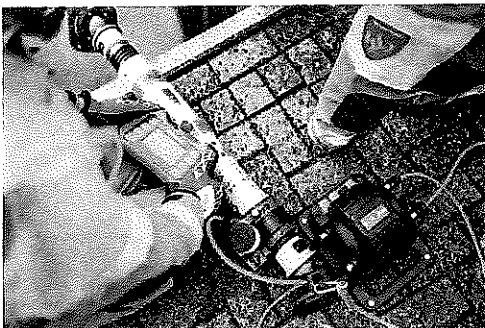
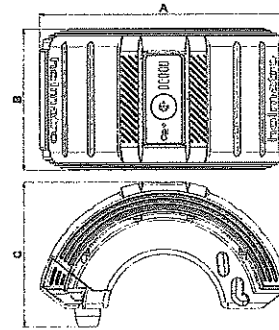
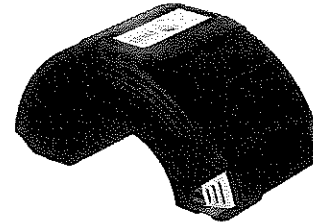


Technical specification sheet

PBPA287 | Battery

Specifications

article number		151.000.583
model		PBPA287
short description		Battery
capacity	Ah	7
energy	Wh	176
charging time	min.	60
minimum battery life	cycles	500
protection rate		IP67
battery type		Li-Ion
voltage	VDC	28
weight, ready for use	lb	3.3
temperature range	°F	-4 +131
dimensions (AxBxC)	in	7.4 x 4.2 x 4.3



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Technical specification sheet

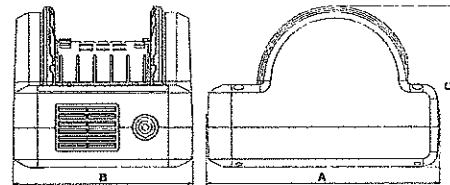
PBCH2 (AC-US) | Battery Charger

Specifications

article number		151.000.742
model		PBCH2 (AC-US)
short description		Battery Charger
battery voltage	VDC	28
mains voltage	VAC	100-240
mains frequency	Hz	50-60
max. current	A	3.3
power	W	300
cable length	ft	6
plug type		B
weight, ready for use	lb	3.5
temperature range	°F	-4 +131
dimensions (AxBxC)	in	8.7 x 6.7 x 6

Accessories

On-Tool Charging Cord POTC1	151.000.499
Daisy Chain Power Cord DCPC1	151.000.503



Technical specification sheet

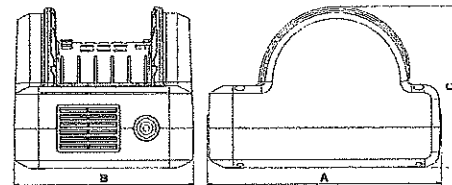
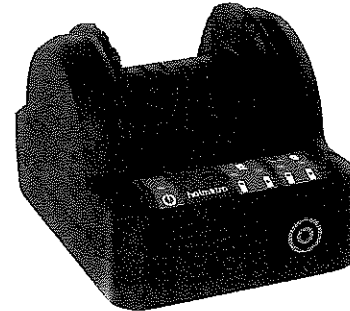
PBCH3 (DC) | Battery Charger

Specifications

article number		151.000.632
model		PBCH3 (DC)
short description		Battery Charger
battery voltage	VDC	28
DC supply voltage	VDC	12-24
power	W	73.5
cable length	ft	6
plug type		carplug ISO 4165
weight, ready for use	lb	3.5
temperature range	°F	-4 +131
dimensions (AxBxC)	in	8.7 x 6.7 x 6

Accessories

On-Tool Charging Cord POTC1	151.000.499
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Technical specification sheet

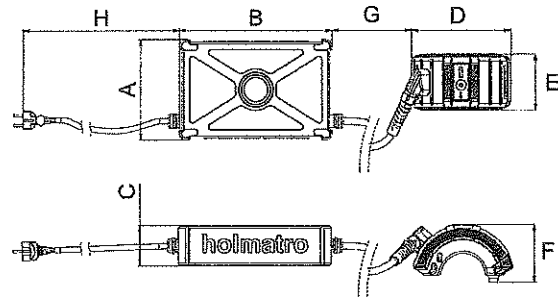
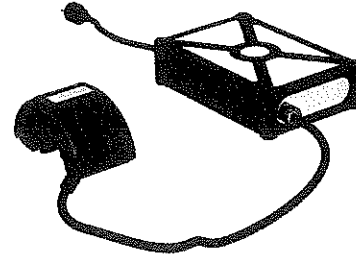
PMC2 (US) | Mains Power Connector

Specifications

article number		151.000.743
model		PMC2 (US)
short description		Mains Power Connector
protection rate		IP66
output voltage	VDC	28
mains cable length	ft	23
tool cable length	ft	11
mains frequency	Hz	50-60
mains voltage	VAC	100-240
max. current	A	9
power	W	750
plug type		B
weight, ready for use	lb	12.6
temperature range	°F	-4 + 131

Technical drawing dimensions

dimension A	in	11.5
dimension B	in	7.5
dimension C	in	3
dimension D	in	7.4
dimension E	in	4.2
dimension F	in	4.3
dimension G	in	137.8
dimension H	in	275.6



Technical specification sheet

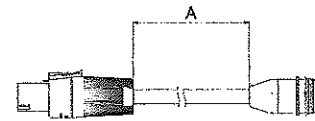
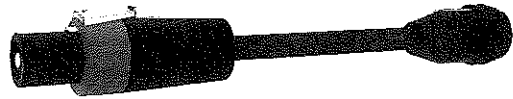
POTC1 | On-Tool Charging Cord

Specifications

article number		151.000.499
model		POTC1
short description		On-Tool Charging Cord
weight, ready for use	lb	0.7
temperature range	°F	-4 + 131

Technical drawing dimensions

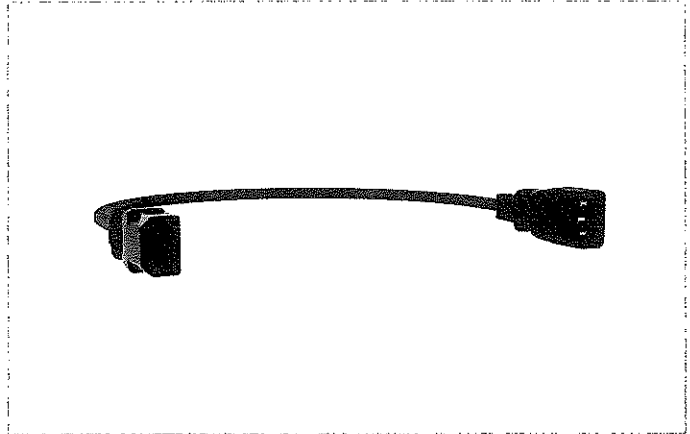
dimension A	in	78.7
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Technical specification sheet

DCPC1 | Daisy Chain Power Cord

Specifications		
article number		151.000.503
model		DCPC1
short description		Daisy Chain Power Cord
length	ft	1
weight, ready for use	lb	0.7
temperature range	°F	-4 + 131

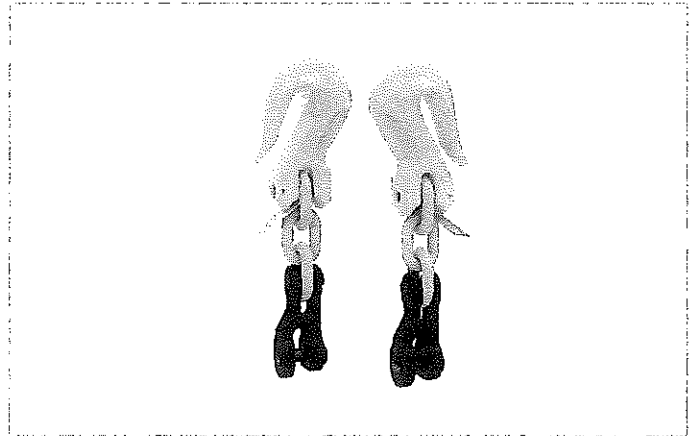


Technical specification sheet

PAS 07 | Pulling Attachment Set

Specifications

article number	150.182.078
model	PAS 07
short description	Pulling Attachment Set



Technical specification sheet

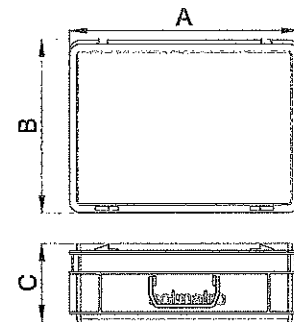
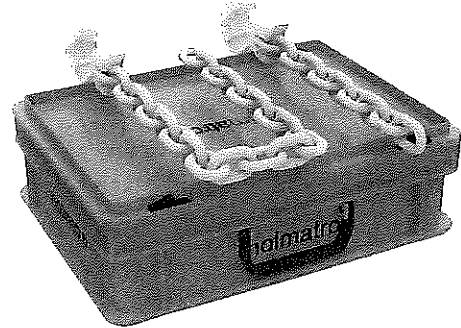
PCS 04 | Pulling Chain Set In Case

Specifications

article number		150.582.020
model		PCS 04
short description		Pulling Chain Set In Case
weight, ready for use	lb	47.6
dimensions (AxBxC)	in	15.7 x 11.8 x 5.2

Standard supplied with

- Chain thickness 13mm/0.5in
- Chain lengths 1.5m/5ft + 3m/10ft





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

April 25, 2024

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Subject: Resolution 2024-13, Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail

The attached resolution is to approve the terms and conditions of the Interlocal Agreement with the County for the for the Improvement of the Pumpkinvine Trail and authorize Mayor Leichty and Clerk-Treasurer Aguirre to execute the Interlocal Agreement on behalf of the Board of Public Works and Safety and the City. The purpose of this agreement is to coordinate the improvement and pavement of the Pumpkinvine Trail from State Road 4 (Lincoln Avenue) to County Road 28.

Suggested Motion:

Move to adopt Resolution 2024-13, Interlocal Agreement with the County of Elkhart for the Improvement of the Pumpkinvine Trail.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-13**

**Interlocal Agreement with the County of Elkhart
for the Improvement of the Pumpkinvine Trail**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate improvements to and paving of the Pumpkinvine Trail from State Road 4 to County Road 28.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement for the Improvement of the Pumpkinvine Trail with the County of Elkhart, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

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

Gina M. Leichty, Mayor

Michael A. Landis, Member

Orv Myers, Member

Mary Nichols, Member

Member, Barb Swartley

INTERLOCAL AGREEMENT
FOR THE IMPROVEMENT OF THE PUMPKINVINE TRAIL

THIS AGREEMENT is made and entered into effective as of the last date of signature hereon by and between the CITY OF GOSHEN, INDIANA (hereinafter referred to as “City”) and the COUNTY OF ELKHART, INDIANA (hereinafter referred to as “County”).

RECITALS:

WHEREAS, City wishes to improve the Pumpkinvine Nature Trail;

WHEREAS, a portion of the Pumpkinvine Nature Trail from State Road 4 to County Road 28 is located within the corporate boundary of the City and a portion is located outside the corporate boundary of the City;

WHEREAS, County wishes to support the improvement of the Pumpkinvine Nature Trail;

WHEREAS, County and City agree that cooperating to improve the Pumpkinvine Nature Trail is in both of their best interests;

WHEREAS, City and County enter into this Agreement to:

A. Identify the duties and responsibilities of City and County in regard to the desired “Pumpkinvine Improvement Project,” also herein referred to as the “Project;” and

B. Seek to obtain financial participation by other community sources.

NOW, THEREFORE, in consideration of the following terms, conditions, and commitments, the parties agree as follows:

PROJECT

This Agreement defines the initially planned “Project” for improvements to and paving of the Pumpkinvine Nature Trail (“Trail”) from State Road 4 to County Road 28 in Elkhart County, Indiana. The Project consists of the planning, funding, designing, engineering, bidding, constructing, inspecting, and overseeing of the Project.

DESIGN CONSULTANT

a. County shall serve as the “Design Consultant” on the Project. County shall provide the engineering and design work necessary for bidding and inspection of the Project.

b. The engineering and design standards for the Project shall be subject to the approval of the County and City.

LEAD AGENCY

County shall serve as the Lead Agency for the Project. County agrees to be responsible for the overall administration of the Project including but not necessarily limited to the following:

- a. Bidding and awarding the Project in compliance with governmental requirements applicable to City and County, for the bidding of public works projects.
- b. Obtaining any governmental permits or approvals required to construct the Project.
- c. Administering any contract or contracts awarded to a successful bidder or bidders on the Project.
- d. Providing engineering review and construction inspection services for the Project to the extent that such are not the responsibility of the successful bidder or bidders.
- e. Maintaining the documents, contracts, notices, and other records connected with the Project.
- f. Providing the City with a financial summary of all funds needed for the Project, all funds received for the Project, and all funds expended on the Project, to include specifically the responsibility of City to fund the amounts needed for the Project.

CITY PARTICIPATION

While County shall serve as the Lead Agency, City and County acknowledge that such is tied largely to the County providing the Design Consultant services contemplated under “Lead Agency” above. City shall be significantly involved with the Project. City’s participation shall include, but not necessarily be limited to, the following:

- a. City shall review and approve the Project engineering and design, though such engineering and design shall be provided by County as part of the Lead Agency role set forth above.
- b. City shall fund all direct and indirect construction costs associated with the Project, with the acknowledged desire and intent of County and City to seek cost-sharing participation by third parties, which shall serve to diminish the costs of City for such direct or indirect construction costs. Direct and indirect construction costs associated with the Project shall include Trail drainage and repairs needed preparatory to paving, change orders, and compaction and materials testing.
- c. City shall appropriate and have available for use by County, all funds required of City for its share of the direct and indirect construction costs, it being acknowledged that the transfer of such funds to County must occur essentially simultaneous with the Notice to Proceed with the Project, or even in advance thereof, as County is not in a position to advance the funds for the construction costs associated with the Project.

TIME IS OF THE ESSENCE; DURATION OF PROJECT

a. City and County agree to cooperate so that the engineering and design and preliminary bidding process can be completed in time to receive bids for the Project by the end of May, 2024.

b. City may terminate this Agreement by providing written notice of termination to County no later than sixty (60) days after receipt of the bids. Alternatively, in the event City fails to provide the necessary funding for the Project to County within sixty (60) days after the receipt of bids, County may terminate this Agreement by providing written notice to City.

c. The parties contemplate that all construction shall commence and be completed during the calendar year 2024; however, should unexpected difficulties or delays occur, the Project may extend the completion date by written acknowledgement executed by the parties hereto.

d. Time is of the essence with regard to constructing the Project. City and County agree to communicate with each other in establishing a construction schedule that will allow the Project to be completed in a timely fashion consistent with subparagraphs (a) and (b) above.

e. This Agreement shall be in effect through December 31, 2024 and shall thereafter automatically renew on a year-to-year calendar basis if the Project has not been completed, unless either party shall give written notice of termination to the other party at least ninety (90) days prior to the end of the initial term of this Agreement or any renewal year of this Agreement.

OWNER OF PROJECT

The entire Pumpkinvine Nature Trail Project area covered by this Agreement is owned and maintained by City and shall continue to be owned and maintained by City at the conclusion of the Project.

FILING REQUIREMENTS

Within thirty (30) days after the approval and execution of this Agreement, County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

SUPPLEMENTAL DOCUMENTS

City and County agree to execute and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

LIMITATIONS OF LIABILITY

a. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to indemnify, defend, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

b. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to indemnify, defend, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

NON-DISCRIMINATION

Pursuant to Indiana Code 22-9-1-10, neither County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

MISCELLANEOUS

a. Amendment. This Agreement, and any exhibits attached, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement, or portion of this Agreement or its application to any person, entity, or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements, or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail:

County: Board of Commissioners of the County of Elkhart, Indiana
c/o Jeff Taylor, County Administrator
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526
Fax: (574) 535-6747
Email: jtaylor@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works
c/o Mayor Gina Leichty
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with copies to:

Bodie Stegelman
Goshen City Attorney
Municipal Annex Building
204 East Jefferson Street
Goshen, IN 46528
Fax: (574) 537-3871
Email: bodiestegelman@goshencity.com

and

Craig Buche
Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46527
Fax: (574) 534-4174
Email: craig.buche@ya.law

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations effective as of the date first above written.

[signatures on separate sheet]

Date: _____, 2024

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By: _____
Brad Rogers, President

By: _____
Suzanne Weirick

By: _____
Bob Barnes

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

Date: _____, 2024

CITY OF GOSHEN, INDIANA

By: _____
Gina Leichty, Mayor

ATTEST:

Richard R. Aguirre
Clerk-Treasurer

APPROVAL

The Common Council of the City of Goshen, Indiana hereby approves of the above and foregoing Interlocal Agreement this _____ day of _____, 2024.

COMMON COUNCIL OF THE CITY OF
GOSHEN, INDIANA

By: _____
Gina Leichty, Presiding Officer

ATTEST:

Richard R. Aguirre
Clerk-Treasurer

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2024.

ELKHART COUNTY COUNCIL

By: _____
Thomas W. Stump, President

ATTEST:

Patricia A. Pickens
Elkhart County Auditor

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2024, personally appeared Brad Rogers, Suzanne Weirick, and Bob Barnes for the Board of Commissioners of the County of Elkhart, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

STATE OF INDIANA)
)SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2024, personally appeared Gina Leichty and Richard R. Aguirre, the Mayor and Clerk-Treasurer, respectively, of the City of Goshen, Indiana, and acknowledged that they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposes therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public

(printed or typed name)

Residing in Elkhart County, Indiana

My Commission Expires:

Prepared by Craig Buche, Yoder, Ainlay, Ulmer & Buckingham, LLP
130 N. Main St., Goshen, IN 46527-0575

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. Craig Buche, 130 N. Main St., Goshen, IN 46527-0575



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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Goshen, Indiana 46528-3405

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

April 25, 2024

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2024-14, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone

The attached resolution is to approve the terms and conditions and authorize execution of the Interlocal Agreement with the County for the establishment of the Marion Branch Quiet Zone. Under this agreement, the County is approving the establishment of the new quiet zone and delegating to City the authority to take all such actions as required by the federal regulations to establish the new quiet zone. This specifically includes the County Road 42 grade crossing as well as at the location of the closed County Road 40 crossing that are outside the city limits. Goshen Redevelopment Commission is agreeing to provide the funding for the implementation of one or more safety measures required for the establishment of the new quiet zone.

Suggested Motion:

Move to adopt Resolution 2024-14, Interlocal Agreement with the County of Elkhart for the Establishment of the Marion Branch Quiet Zone.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2024-14**

**Interlocal Agreement
with the County of Elkhart
for the Establishment of the Marion Branch Quiet Zone**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement to coordinate the establishment of a railroad quiet zone on the Marion Branch from Washington Street to County Road 42.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement for the Establishment of the Marion Branch Quiet Zone with the County of Elkhart, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and the City of Goshen.

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

Gina M. Leichty, Mayor

Member

Member

Member

Member

**INTERLOCAL AGREEMENT
BETWEEN CITY OF GOSHEN AND COUNTY OF ELKHART
FOR THE ESTABLISHMENT OF THE MARION BRANCH QUIET ZONE**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2024, by and between City of Goshen, Indiana (“City”), by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council; and County of Elkhart, Indiana (“County”), by and through the Board of Commissioners of the County of Elkhart, and with the approval of the Elkhart County Council.

WITNESSETH:

WHEREAS, City is in the process of making application to the Federal Railroad Administration to establish a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42, hereinafter referred to as the “Marion Branch Quiet Zone.”

WHEREAS, since the proposed new quiet zone includes the public highway-rail grade crossings which are under the authority and control of County, in accordance with 49 C.F.R. § 222.37(a), both City and County must agree to the establishment of the quiet zone, and County must delegate to City the authority to take such actions as are required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone.

WHEREAS, such actions required to establish and maintain the Marion Branch Quiet Zone by City will include the implementation and maintenance of one or more safety measures at each grade crossing within the new quiet zone.

WHEREAS, I.C. § 36-1-7 et seq. provides that a power that may be exercised by a political subdivision and by another governmental entity may be exercised by one entity on behalf of the other entity if the entities enter into a written agreement under I.C. § 36-1-7-3 and I.C. § 36-1-7-9.

NOW, THEREFORE, in consideration of the foregoing and the promises and commitments herein contained, City and County agree as follows:

Section 1. PURPOSE; DELEGATION OF AUTHORITY; CITY RESPONSIBILITIES.

- (A) This purpose of this agreement is to coordinate the establishment of a new railroad quiet zone on the Marion Branch from Washington Street to County Road 42 (“Marion Branch Quiet Zone”), including the construction, maintenance, and funding for necessary railroad crossing improvements at each grade crossing within the Marion Branch Quiet Zone, hereinafter referred to as “the Project.”

- (B) County agrees to the establishment of the Marion Branch Quiet Zone.
- (C) County delegates to City the authority to take all such actions as are required by 49 C.F.R. pt. 222 to establish the new quiet zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (D) City accepts the delegation of authority from County to take all such actions as required by 49 C.F.R. pt. 222 to establish the Marion Branch Quiet Zone, specifically the implementation and maintenance of one or more safety measures at the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).
- (E) The public highway-rail grade crossing at County Road 40 (DOT# 533514D) has been permanently closed to highway traffic as a companion project to the construction of the Waterford Mills Parkway overpass. No further railroad crossing improvements will be required at this location.
- (F) The existing crossing at County Road 42 (DOT# 533515K) has one (1) mainline track with one (1) travel lane in each direction. The existing approach pavement and crossing surface is in good condition. The existing crossing has an active warning system consisting of post mounted flashing lights. Due to the quiet zone requirements, City agrees to upgrade the active warning devices to include flashing red lights with gates and constant warning time. In addition to upgrading the active warning devices, 100 feet of channelization devices will be added to both approaches while the pavement markings and signage will be updated to meet MUTCD requirements within a quiet zone. The existing crossing and proposed safety measures to be installed are depicted in Exhibit A. City agrees to meet the Federal Railroad Administration's expectations for construction and completion of the improvements at the public highway-rail grade crossing at County Road 42.
- (G) City agrees to maintain the improvements and safety measures at the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D) as long as the quiet zone exists.

Section 2. DURATION.

- (A) This agreement shall be effective upon its execution by the parties and continue for a period of four (4) years. This this agreement shall automatically renew for additional four-year periods, unless one party gives the other party 90 days' written notice of its intent to terminate the agreement prior to expiration of each four (4) year term.
- (B) This agreement shall automatically terminate if the quiet zone established as part of the Project ceases to exist.
- (C) This agreement shall automatically terminate upon the effective date of the City's annexation of the real estate that includes the right-of-way that consists of the public highway-rail grade crossing at County Road 42 (DOT# 533515K) and the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D).

Section 3. ADMINISTRATION.

City shall serve as the lead agency for the Project, and assumes and agrees to be responsible for the overall administration of the Project, including:

- (A) Filing application for the establishment of a new quiet zone to the Federal Railroad Administration in accordance with 49 C.F.R. § 222.39(b).
- (B) Providing all required written notifications of the intent to create, and if approved, the establishment of the new quiet zone in accordance with 49 C.F.R. § 222.43.
- (C) Design engineering services for the railroad crossing improvements to be constructed for the Project.
- (D) Bidding the construction of the railroad crossing improvements required for the Project.
- (E) Obtaining all necessary permits and approvals required to construct the railroad crossing improvements required for the Project.
- (F) Administering all contract(s) for the construction of the railroad crossing improvements required for the Project, including inspection services.
- (G) Maintaining all documents, contracts, notices or other records required to be maintained in connection with this Project.
- (H) Providing such other general administrative services as are necessary for the Project.

Section 4. FUNDING.

- (A) City shall provide all funding for the Project. City's Redevelopment Commission agrees to provide all funding required for the establishment of the new quiet zone, including the funding the costs for the implementation of one or more safety measures at each grade crossing within the new quiet zone.
- (B) City's Clerk-Treasurer will receive, disburse and account for all monies received and/or expended in the course of carrying out the obligations as set forth in this agreement.

Section 5. REAL ESTATE AND PERSONAL PROPERTY.

- (A) It is not anticipated that additional real estate will be needed to implement the Project. In the event it is necessary to acquire additional real estate for the Project, City shall fund the acquisition of the real estate and shall dedicate the real estate as public right-of-way.
- (B) As long as the Marion Branch Quiet Zone is in effect, the safety measures at each grade crossing within the quiet zone shall be City's for operation and maintenance. County shall have no duties, liabilities, or obligations to operate and maintain such safety measures while the Marion Branch Quiet Zone is in effect as provided by this agreement. In the event the quiet zone status is withdrawn for all or a portion of the Marion Branch Quiet Zone that includes the public highway-rail grade crossing at County Road 42 (DOT#533515K) and/or the location of the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for each respective location shall be operated and maintained by the party with jurisdiction over that portion of the former quiet zone.
- (C) In the event that City annexes the real estate that includes the right-of-way that consists of the public highway-rail grade crossings at County Road 42 (DOT# 533515K) and/or the location of

the closed public highway-rail grade crossing at County Road 40 (DOT# 533514D), then the safety measures for the respective location that is annexed shall be operated and maintained by City upon the effective date of annexation for the respective location.

Section 6. LIMITATIONS OF LIABILITY.

- (A) City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.
- (B) County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

Section 7. NON-DISCRIMINATION.

Pursuant to I.C. § 22-9-1-10, the parties to this agreement each agree not to discriminate against any employee or applicant for employment to be employed in the performance of any work under this agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of an individual's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this agreement.

Section 8. EMPLOYMENT ELIGIBILITY VERIFICATION.

Pursuant to I.C. § 22-5-1.7 et seq., the parties to this agreement each agree to enroll in and verify the work eligibility status of all newly hired employees of each respective party through the E-Verify program as defined by I.C. § 22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the agreement through the E-Verify Program if the E-Verify Program no longer exists.

Each party to this agreement shall not knowingly employ or contract with an unauthorized alien, or retain an employee or continue to contract with a person that the respective party subsequently learns is an unauthorized alien.

Section 9. ANTI-NEPOTISM.

The parties to this agreement are each aware of the provisions of I.C. § 36-1-21 et seq. with respect to anti-nepotism in contractual relationships with government entities, and agree to comply with such statute.

Section 10. SUPPLEMENTAL DOCUMENTS.

City and County agree to execute any and all supplemental documents and to take any and all supplemental steps as are reasonable and appropriate to accomplish the purposes and provisions of this agreement.

Section 11. NOTICE

Any notice required or permitted under this agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail, with proper postage affixed thereto, and which notice shall be effective three (3) days after the date of mailing:

City: City of Goshen, Indiana
 Attention: Gina M. Leichty, Mayor
 202 South Fifth Street
 Goshen, Indiana 46528

with a copy to:

City of Goshen Legal Department
Attention: Bodie Stegelmann, City Attorney
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528

County: County of Elkhart, Indiana
 Attention: Jeff Taylor, County Administrator
 117 North Second Street
 Goshen, Indiana 46526

with a copy to:

Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
130 North Main Street
PO Box 575
Goshen, Indiana 46527-0575

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

Section 12. AMENDMENT.

This agreement may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of an amendment by the parties.

Section 13. SEVERABILITY.

If any provision, covenant, agreement or portion of this agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this agreement, and to that end, any provisions, covenants, agreements or portions of this agreement are declared to be severable.

Section 14. INDIANA LAW.

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

Section 15. BINDING EFFECT.

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns; provided, however, that this agreement may not be assigned without the express written consent of the non-assigning party.

Section 16. ENTIRE AGREEMENT.

Except as otherwise expressly provided, this agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

Section 17. FILING REQUIREMENTS.

Within thirty (30) days after the approval and execution of this agreement, City shall have this agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

Section 18. COUNTERPARTS.

This agreement may be executed in multiple counterparts and with multiple, but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this agreement pursuant to all requisite authorizations as of the dates set forth below.

[Signature pages follow.]

The Goshen Board of Public Works and Safety of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

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

Gina M. Leichty, Mayor and Member

Mary Nichols, Member

Orv Myers, Member

Michael A. Landis, Member

Barb Swartley, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichty, Mayor and Member, Mary Nichols, Member, Orv Myers, Member, Michael A. Landis, Member, and Barb Swartley, Member of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Goshen Redevelopment Commission of the City of Goshen, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Goshen Redevelopment Commission
City of Goshen, Indiana

By: _____
Printed: _____
President

By: _____
Printed: _____
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared _____, President and _____, Secretary of the Goshen Redevelopment Commission of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Goshen Common Council of the City of Goshen, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Goshen Common Council
City of Goshen, Indiana

Gina M. Leichy, Mayor and Presiding Officer

Richard M. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Gina M. Leichy, Mayor and Presiding Officer, and Richard M. Aguirre, Clerk Treasurer, on behalf of the Goshen Common Council of the City of Goshen, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

The Board of Commissioners of the County of Elkhart, on behalf of the County of Elkhart, Indiana, hereby executes the foregoing Interlocal Agreement on _____, 2024.

Board of Commissioners of the County of Elkhart
County of Elkhart, Indiana

Bob Barnes, Commissioner

Bradley D. Rogers, Commissioner

Suzanne Weirick, Commissioner

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, personally appeared Bob Barnes, Commissioner, Bradley D. Rogers, Commissioner, and Suzanne Weirick, Commissioner of the Board of Commissioners of the County of Elkhart, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana hereby approves of the foregoing Interlocal Agreement on _____, 2024.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Printed: _____
President

Attest:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

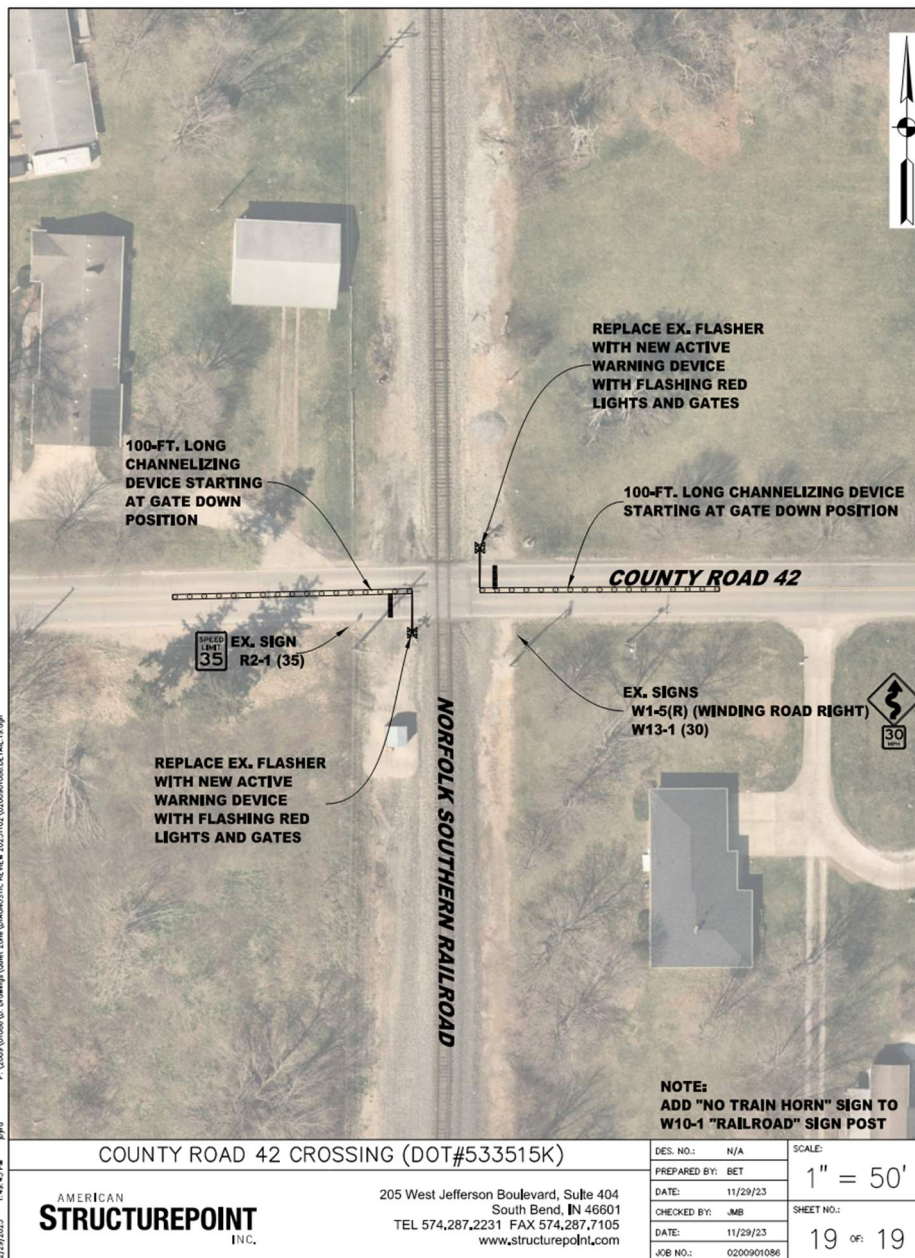
Before me, the undersigned Notary Public, personally appeared _____, President of the Elkhart County Council, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, on behalf of the County of Elkhart, Indiana, and acknowledged the execution of the Approval of the foregoing Interlocal Agreement on _____, 2024.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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

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

Exhibit A



<p>AMERICAN STRUCTUREPOINT INC.</p>		<p>205 West Jefferson Boulevard, Suite 404 South Bend, IN 46601 TEL 574,287,2231 FAX 574,287,7105 www.structurepoint.com</p>		DES. NO.:	N/A	SCALE:	1" = 50'
				PREPARED BY:	BET	SHEET NO.:	19 OF 19
		DATE:	11/29/23	CHECKED BY:	JMB	DATE:	11/29/23
		JOB NO.:	0200901086				



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

April 25, 2024

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Uniform Conflict of Interest Disclosure Statement – Timothy Christner

Goshen Fire Department employee Timothy Christner is submitting the attached Uniform Conflict of Interest Disclosure Statement to the Board of Public Works and Safety for acceptance in a public meeting in accordance with Indiana Code § 35-44.1-1-4, Conflict of Interest. Timothy is a member of Christner Construction LLC that provides annual repair and maintenance services for the Goshen Fire Department.

Suggested Motion:

Move to accept the Uniform Conflict of Interest Disclosure Statement filed by Timothy Christner.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

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

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

1. **Name and Address of Public Servant Submitting Statement:** TIMOTHY CHRISTNER
1425 S DOEW LAGRANGE, IN 46761
2. **Title or Position With Governmental Entity:** _____
3. a. **Governmental Entity:** City of Goshen
b. **County:** Elkhart County
4. **This statement is submitted (check one):**
 - a. as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
 - b. as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. **Name(s) of Contractor(s) or Vendor(s):** CHRISTNER CONSTRUCTION
LLC
6. **Description(s) of Contract(s) or Purchase(s)** (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
Annual repair and maintenance on C&D projects.

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

None

(Attach extra pages if additional space is needed.)

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

I (We) being the _____
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

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

Elected Official


Office

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

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

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

Signed: 
(Signature of Public Servant)

Date: 04/15/24
(month, day, year)

Printed Name: TIMOTHY CHRISTNER
(Please print legibly.)

Email Address: timchristner@goshencity.com

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

*****REQUEST*****

DATE: **Thursday, April 25, 2024**

TO: **GOSHEN BOARD OF WORKS**

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

RE: **UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$7,945.54**
Collection letters were sent out and payments of **\$2,172.59** had been collected.

The uncollected amount equals **\$5,772.95**

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

These are accounts for the most part were finalized thru **Monday, January 8, 2024**

WATER: **\$1,986.64**

SEWER: **\$3,786.31**

TOTALS

REPORT TOTAL		\$7,945.54
BPS TOTAL	\$1,938.52	\$6,007.02
COUNTY TOTAL	\$3,751.46	\$2,255.56
W-WRITE OFF	\$48.12	\$2,207.44
S-WRITE OFF	\$34.85	\$2,172.59
PAYMENT TOTAL	\$2,172.59	\$0.00
AGREEMENT TOTAL	\$0.00	



**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 Department

RE: **2024 STREET DEPARTMENT MILLING PACKAGE
(JN: 2024-0002)**

DATE: April 25, 2023

On April 11, 2024, we received proposals for the above referenced project. Following are the results:

Specialties Company - \$27,523.55

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Specialties Company, LLC. as the lowest responsive and responsible quoter.

Requested Motion: Approve the Agreement with Specialties Co., LLC for the 2024 Street Dept. Milling Package project in the amount of \$27,523.55.

**AGREEMENT
FOR 2024 ASPHALT MILLING PACKAGE
PROJECT No.: 2024-0002**

THIS AGREEMENT is entered into on _____, 2024, by and between **Specialties Company, LLC** (“Contractor”), whose mailing address is 9350 East 30th Street, Indianapolis, IN 46229, 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:

1. Scope of Services.

Contractor shall preform all work for the 2024 ASPHALT MILLING PACKAGE, which shall include providing all labor, materials, tools, equipment, supplies, cost of insurance and bonds, and other miscellaneous costs necessary to complete the work in accordance with the Project Specifications attached as Exhibit A, and the current edition of INDOT’s Standard Specifications which is incorporated into this agreement by reference. For the purposes of this agreement, all services shall be referred to as the “Project.”

2. Effective Date; Project Completion

- (A) The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall begin work on the Project as soon as practical and in proper weather conditions. Once Contactor mobilizes, progressive work effort shall be maintained to complete the work as expeditiously as is consistent with professional skill and care in the orderly progress of the Project.
- (C) Contractor shall perform all work on this Project between the hours of 7:00 am and 8:00 pm on Monday through Friday. Contractor shall coordinate the work schedule for the Project with City’s Street Commissioner at least 48 business hours prior to beginning work.
- (D) Contractor shall complete the Project by May 31, 2024.

3. Compensation

- (A) City shall pay Contractor the sum of Twenty Seven Thousand Five Hundred Twenty Three Dollars and Fifty Five Cents (\$27,523.55) for all services to complete the Project. See Itemized Quote as Exhibit A.
- (B) The compensation shall cover and include all Contractor’s costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project, including any incidentals whether or not specifically called for in the Project Specifications.

4. Payment

- (A) Upon receipt of a detailed invoice, City shall pay Contractor for the work under this contract upon Contractor's completion of the Project, and the final inspection and acceptance by City.
- (B) Contractor shall submit to City the detailed invoice to the following address, or at such other address as City may designate in writing.

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

- (C) Provided there is no dispute on amounts due, payment will be made to Contractor within forty-five (45) days following City's receipt of the detailed 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.

5. Materials and Workmanship; Inspection

- (A) All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified, free of defects, and subject to the City's inspection and testing.
- (B) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specifications.

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. 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.

7. Non-Discrimination

Contractor and any subcontractors shall not discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to the employee or applicant'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.

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 Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to 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.

9. 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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this contract.

10. Insurance

- (A) Prior to commencing work, 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 \$2,000,000 aggregate
 - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
 - (4) Excess Umbrella Coverage - \$1,000,000 each occurrence

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 fifteen (15) 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.

12. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this contract, 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.

13. Termination

- (A) The contract 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 performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this contract, 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 contract.

14. Subcontracting or Assignment of Contract

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

15. Amendments

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

16. Waiver of Rights

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

17. Applicable Laws

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this contract 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 Project. Failure to do so may be deemed a material breach of contract.

18. Miscellaneous

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

19. Severability

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

20. Binding Effect

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

21. Entire Agreement

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

22. Authority to Execute

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

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

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

Specialties Company, LLC

Gina Leichty, Mayor

Signature

Date: _____

Printed

Title: _____

Date: _____



ITEMIZED QUOTE FORM

2024 Asphalt Milling Package

Project No.: 2024-0002

The original signed proposal must be submitted to the City of Goshen Engineering Department Office, 204 E. Jefferson Street, Suite 1, Goshen, Indiana 46528, by the specified due date and time to receive consideration. The Contractor certifies that the information provided by it in its offer is accurate and complete. The execution of this proposal is certification that the undersigned individual represents the Contractor and has read and understands the instructions, terms, conditions and specifications of this solicitation, and agrees to fulfill the requirements of any awarded contract at the prices offered. By executing this offer, the undersigned individual further certifies that they are duly authorized to execute contracts on behalf of the Contractor and have obtained all necessary or applicable approvals to make this contract fully binding upon the Contractor.

Contractor: Specialties Company, LLC
Company Name

Brad Schneider Vice-President
Print Name Title


Signature

Address: 9350 East 30th Street, Indianapolis, IN 46229

Telephone Number (s): Business: 317-594-0291 Cell 317-502-6246

Email: brad.schneider@specialtiescompany.com

Acknowledgement of Addenda Number(s) 0

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL COST
1	Bituminous Surface Milling, Class II, 1.5"	24,951	SYD	\$1.05	\$26,198.55
2	Bituminous Full Depth Milling, Class IV, Less than 6"	500	SYD	\$2.65	\$1,325.00
TOTAL AMOUNT QUOTE =					\$27,523.55