



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

Regular Meeting Agenda

**2:00 p.m. July 6, 2021**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – June 28

Approval of Agenda

- (1) PD: Promotion of Ryan Adams from Patrol Officer to Captain
- (2) FD Retirement: Mike Happer
- (3) Request to close Douglas Street for family event
- (4) Summer Sewer Reduced Billing
- (5) Request to Change Portion of Sign in the Right of Way
- (6) Agreement: A+ Window Cleaners for window cleaning of City buildings
- (7) FD Conditional Offer of Employment with Cade M. Richardson
- (8) Agreement: Cold Water Meter Testing



(9) Millrace Canal Lowering to Repair Bridge No. 303

(10) Balancing Change Order 2: North Main Street Improvements, JN: 2016-0020

(11) Notice of Closure – Plymouth Avenue

Privilege of the Floor

Board of Public Works and Safety Order: 221 West Wilden Avenue

Approval of Civil City and Utility Claims

*Adjournment*



## MINUTES of June 28, 2021 Regular Meeting

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

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mary Nichols, Member Mike Landis, Member Barb Swartley,  
Member DeWayne Riouse

Absent: None

Minutes of May 24, June 1, June 7, June 14, and June 21, 2021 were presented.

Landis/Nichols moved to approve the minutes of May 24, June 1, June 7, June 14, and June 21, 2021 as presented. Passed 5-0

Landis/Nichols moved to approve the agenda with a date correction to Item #10 (Board of Works Rescheduled for July 5, 2021) July 4 should be July 5 and July 5 should be July 6. Passed 5-0

#### Police Department Hiring of Dana Hollar as a Special Police Officer

Chief of Police Jose' Miller presented the packet memo.

Landis/Nichols moved to approve the hiring of Dana Hollar as a Special Police Officer effective Monday, June 28, 2021. Passed 5-0

Dana Hollar was sworn in by Mayor Stutsman.

#### Police Department Hiring of Jonathon Gage Fannin as a Probationary Police Officer

Miller presented the packet memo.

Landis/Nichols moved to approve the hiring of Jonathon Gage Fannin as a Probationary Police Officer effective Monday, June 28, 2021. Passed 5-0

Jonathon Gage Fannin was sworn in by Mayor Stutsman.



Police Department Promotion of Justin T. Rayl from a Probationary Patrol Officer to a Patrol Officer

Miller presented the packet memo.

**Landis/Nichols moved to approve the promotion of Justin T. Rayl from Probationary Patrol Officer to Patrol Officer retroactive June 18, 2021. Passed 5-0**

Fire Department Retirement of Captain Gary Mast

Fire Chief Dan Sink presented the packet memo.

**Landis/Nichols moved to approve with thanks the intent to retire of Captain Gary Mast effective July 12, 2021. Passed 5-0**

Proposed Goshen Sensory Trail Grant – Contract with Mark Daniels

Environmental Resilience Director Aaron Sawatsky-Kingsley presented the packet memo.

Mayor Stutsman stated this is a project he still looks forward too.

**Landis/Nichols moved to approve the proposed contract with Mark Daniel for professional services in the amount of \$9,200. Passed 5-0**

Amendment No. 1: Agreement for Lawn Services with Colin Avila dba Yardshark

Legal Compliance Administrator Shannon Marks presented the packet memo.

**Landis/Nichols moved to approve and authorize the Mayor to execute Amendment No. 1, Agreement for Lawn Services with Colin Avila dba Yardshark for \$250 per yard mowed and \$250 for fall cleanup. Passed 5-0**

Change Order No. 1 – Revised: Asphalt Paving Project, JN: 2021-0002

Director of Public Works Dustin Sailor presented the packet memo.

Sailor stated this is a correction in the amount presented at last week's Board Meeting.

**Landis/Nichols moved to approve Change Order No. 1 for the amount of \$82,554.00 which is a 9.76% increase to allow Niblock to complete the stated work, and to establish the project's final completion date as August 5, 2021. Which adds four additional work days. Passed 5-0**



Lane Restriction on Greene Road: Fiber Optic Conduit Installation

Sailor presented the packet memo.

**Landis/Nichols moved to approve the lane restriction on Greene Road beginning June 29 through July 2, 2021 for the Direct Line Communications on Green Road. Passed 5-0**

"No Parking" Sign Request – Ninth Street

Sailor presented the packet memo.

**Landis/Nichols moved to approve the addition of "No Parking" signs on Ninth Street between College Avenue and Jackson Street. Passed 5-0**

Announcement: Board of Works for July 4 rescheduled to July 5, 2021

Mayor Stutsman announced the rescheduled date of the July 5 Board of Works meeting to Tuesday July 6, 2021.

*No formal action.*

Continuance of Hearing: 221 West Wilden Avenue

Mayor Stutsman stated that homeowner Ron Davidhizar requested a week extension due to personal reasons.

*No formal action.*

Privilege of the Floor

Goshen Resident at The Crossing Dallas Barkman shared his concerns related to the Post Construction Stormwater Management Plan related to the lot he lives on. Barkman stated he and other residents in the area are concerned with a statement in the plan that he believes allows the City to make entry into homes located on the lot; citing the wording on page 6 of the agreement. Added that he was not made aware of the plan until recently. Barkman also asked Landis why he had approved this plan. Barkman requested a curb cut be installed to ADA compliance on the sidewalk adjacent to 811 Greene Road due to his son almost having an accident while riding bikes.

Mayor Stutsman stated that City staff will look into the sidewalk curb cut request. Asked City Attorney Bodie Stegelmann what the agreement states regarding entering the premise.

Stegelmann stated that the wording regarding making entry onto the premise was specifically related to accessing the real estate, not the home, to repair any Stormwater related issues. Added that when the agreement was approved, there were no homes on the lot. Stated home owners would have been notified of the agreement at the point of sale.



Board of Public Works and Safety Order: 1602 South 12 Street

Building Department Planning and Zoning Inspector Travis Eash provided an updated report of the residence (*Attached as Exhibit A*). Eash claims that little to no repairs have been done to the home. Stated he has spent the last three months attempting to make contact with the owner with little to no success. Added that a friend of the homeowner requested a dumpster be placed on the property however Eash claims that the dumpster has not been used. Homeowner was at the residence as of the morning of June 28, 2021 as Eash confirmed the homeowner was aware of this hearing.

Utilities Billing Officer Manager Kelly Saenz stated a past due water bill of approximately \$700 was paid earlier this year, however there is still no water at the home and the homeowner is now two months behind.

Eash added that he was able to contact Adult Protective Services but due to the fact that the owner is able to retain a job, APS is limited in what they can do.

**Mayor Stutsman/Landis stated the initial 90 days for cleanup was not effective to finalize the order. Passed 5-0**

Discussion continued regarding how to proceed due to the home being a health hazard and lack of compliance from the homeowner. Followed by possible mental health related issues that may be discovered to which the City will work with.

**Mayor Stutsman/Nichols moved to refer the order to the Legal Department for enforcement. Passed 5-0**

**Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 5-0**

Adjournment at 2:35 p.m.

*Exhibit A: Updated Report regarding property at 1602 South 12<sup>th</sup> Street. (10 pages)*

APPROVED

---

Jeremy Stutsman, Chair

---



Michael Landis, Member

---

Mary Nichols, Member

---

Barb Swartley, Member

---

DeWayne Riouse, Member

ATTEST

---

Clerk-Treasurer



**Building Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185  
building@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO: BOARD OF PUBLIC WORKS**

**From: GOSHEN BUILDING DEPARTMENT (TRAVIS EASH)**

**Date: JUNE 28, 2021**

**Subject: 1602 S 12<sup>TH</sup> STREET**

This morning I inspected the property at 1602 s 12<sup>th</sup> Street to check the progress from the original Board Of Works Order on March 29<sup>th</sup> 2021.

Little progress has been made since that order. The owner had contacted the Utilities Office to pay his balance which was applied to his account on April 19<sup>th</sup>. However at that time he didn't want the water on before making repairs to plumbing. As of this morning no repairs have been made and the water is still off.

A City dumpster was also requested by a friend of the owner and delivered to the property on June 18<sup>th</sup> and picked up on June 21<sup>st</sup> with not a lot of contents in it.

I have made several attempts over the last couple months to communicate with the owner with no response.

Thank You,

Goshen Building Department



ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

March 31, 2021

To: Gregory St. Germain  
1602 S 12<sup>th</sup> Street  
Goshen, IN 46526

RE: Premises at 1602 S. 12<sup>th</sup> Street, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 1602 S. 12th Street, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated March 1, 2021 by Carla Newcomer, Paralegal who mailed the Order by certified mail with return receipt requested and by first-class mail on March 1, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on March 29, 2021 to review the March 1, 2021 Order of the City of Goshen Building Commissioner. The City of Goshen Building Department appears by Building Inspector Travis Eash and Gregory St. Germain failed to appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 1602 S. 12<sup>th</sup> Street, Goshen, Indiana now finds that the present condition of the buildings and/or premises are (complete/modify as appropriate, include punctuation) unsafe because the buildings and/or premises are a hazard to the public health and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Water heater is not working and needs to be replaced (violation of Section 6.3.1.2 (f)).
2. Plumbing system is not in working order and needs to be assessed and repaired. The Goshen City Utilities Office record's show there has been no water usage since 2014 (violation of Section 6.3.1.7(a)).
3. Interior of the property has accumulated trash, debris, containers of human waste, and animal feces. Carpets are stained and have embedded animal waste. (violation of Section 6.3.16(b)(1)).
4. Multiple egress out of the property is blocked due to accumulation of materials and needs to be cleaned so that there is a safe egress out of the property in case of emergency. (violation of Section 6.3.1.3(d)).
5. Furnace and duct work need to be assessed to see if they are working order so that an adequate amount of heat can be supplied to the property (violation of Section 6.3.1.3 (e)).
6. Utilities need to be turned back on and work properly (violation of Section 6.3.1.7 (a)).

The Board of Public Works and Safety AFFIRMS the original Order of the City of Goshen Building Department and enters the Order as follows:

You are ordered to repair or rehabilitate the building to bring it into compliance with the Neighborhood Preservation Ordinance by July 2, 2021. In particular, you are ordered to make the following corrections:

1. Replace broken water heater
2. Repair or replace broken plumbing.
3. Have water service turned on to the property.
4. Remove debris, human waste and animal feces from the property.
5. Remove materials blocking the egress out of the property.
6. Repair duct work so that adequate heat can be supplied to the property.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

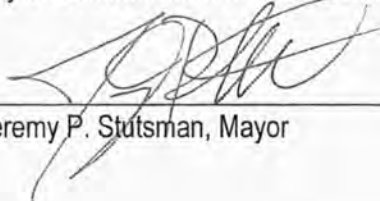
You are entitled to appeal these findings of facts and this Order to the Elkhart Circuit Court or Elkhart Superior Court by filing a verified complaint within ten (10) days of the date of this action. Should you fail to file a verified complaint within the specified period of time, then your right to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

**This matter is scheduled for further hearing on June 28, 2021 at 2:00 p.m. (local time) or soon thereafter, to judge compliance to this Order.**

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on 1<sup>st</sup> day of April, 2021.

City of Goshen Board of Public Works and Safety

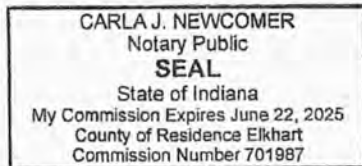
  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor



STATE OF INDIANA )  
 ) SS:  
COUNTY OF ELKHART )

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on April 1, 2021.

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



Carla J. Newcomer  
Carla J. Newcomer  
Notary Public  
County of residence: Elkhart  
My commission expires: June 22, 2025

This instrument was prepared by Bodie Stegelmann, Goshen City Attorney, Attorney No. 18180 City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

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

#### CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated March 31, 2021 for the premises at 1602 S. 12<sup>th</sup> Street, Goshen, Indiana, was served upon:

Gregory St. Germain  
1602 S 12<sup>th</sup> Street  
Goshen, IN 46526

on April 1, 2021.

Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested.

Carla Newcomer  
Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

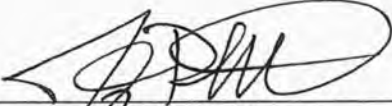
Findings from the Hearing on the Order of the Goshen Building Commissioner  
Relative to property located at 1602 S. 12<sup>th</sup> Street.

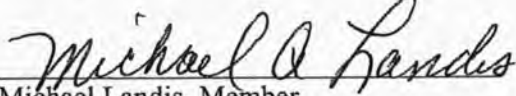
\_\_\_\_\_ The Board of Works and Safety finds the property located at 1602 S. 12<sup>th</sup> Street not to be unsafe.

X The Board of Works and Safety finds that the property located at 1602 S. 12<sup>th</sup> Street is unsafe, and the following conditions found at 1602 S. 12<sup>th</sup> Street do not meet the standards of the Neighborhood Preservation Ordinance:

*Items 1-6 found on page 1 of the Order of the City of Goshen Building Commissioner dated March 1, 2021, attached hereto.*

These findings made this 29<sup>th</sup> day of March, 2021

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

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

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



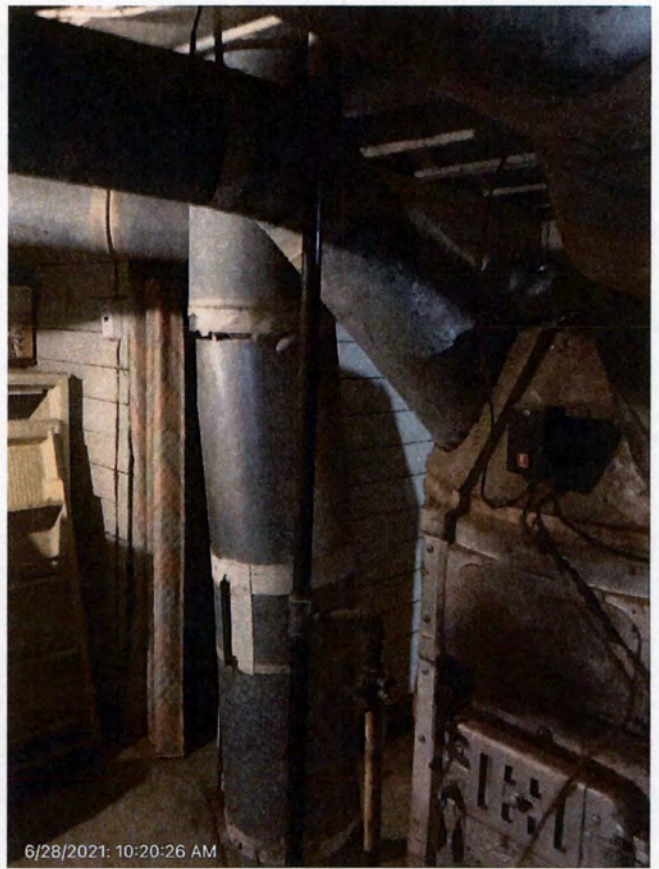


6/28/2021 10:16:06 AM





6/28/2021: 9:58:55 AM



6/28/2021: 10:20:26 AM

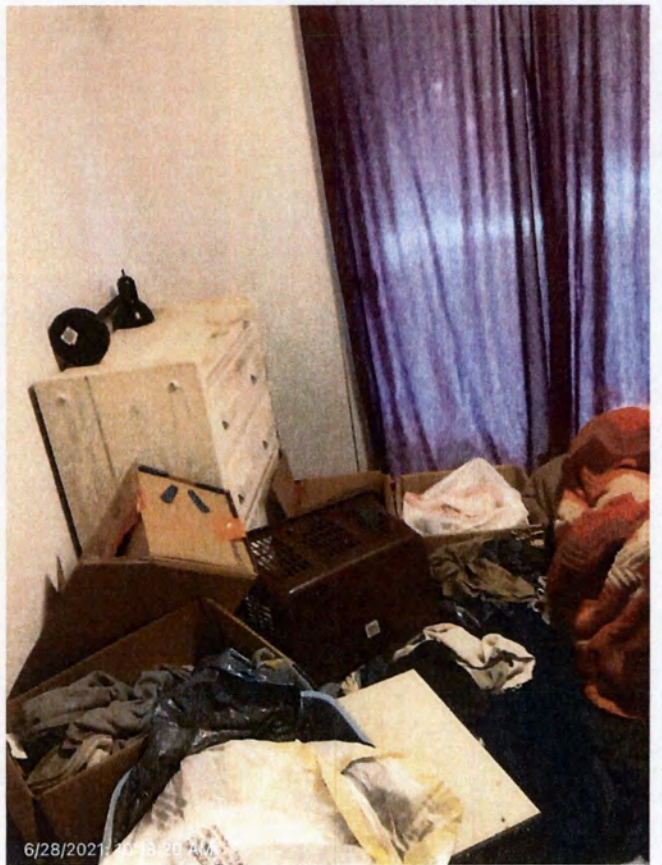
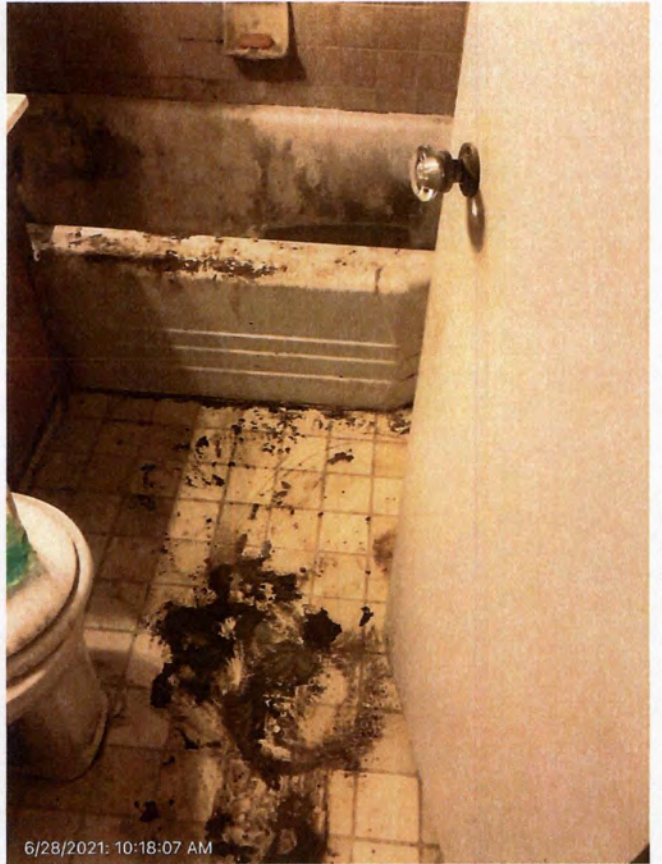
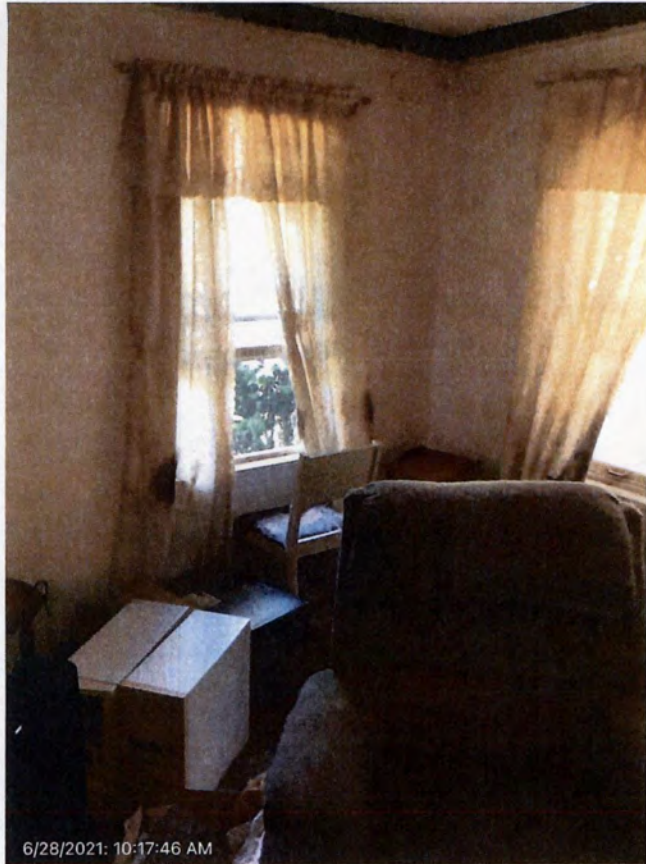


6/28/2021: 10:20:45 AM

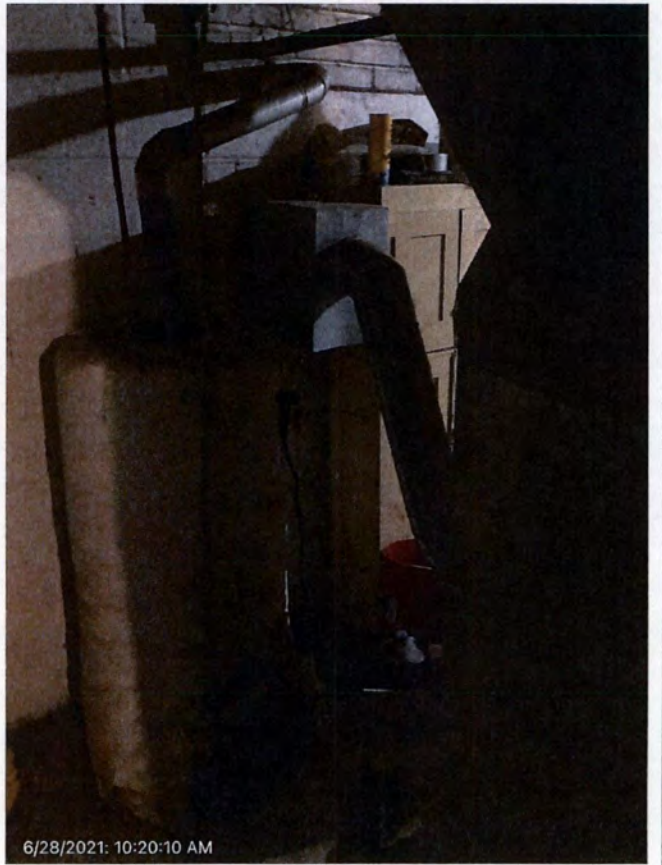


6/28/2021: 10:21:10 AM















**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: July 6<sup>th</sup>,

From: Jose' Miller, Chief of Police

Reference: Request to Promote Officer Ryan Adams from Patrol Officer to Captain

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Ryan A. Adams from the rank of Patrol Officer to the rank of Captain. Ryan has been an officer at the Goshen Police Department for over twenty-three (23) years. He has served previously as a Lieutenant, SWAT Team Commander, Detective, and Division Chief of Investigations. Ryan returned to patrol for several years and now again wishes to be part of the leadership at Goshen Police Department. Ryan has served this community and our department with the highest integrity. He has demonstrated repeatedly that he will be a great asset to our department. I am requesting this promotion to be retroactive to Friday July 2<sup>nd</sup>, 2021.

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

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



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

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

June 30, 2021

To: Board of Works and Public Safety

RE: Assistant Chief Mike Happer Retirement

From: Chief Danny Sink

Assistant Chief Mike Happer has submitted his letter of intent to retire effective August 2, 2021 and I ask that you affirm Mike's retirement from GFD.

We have enjoyed our 26 years of working together with Mike at GFD. Mike excelled in every position he served in and his contributions for our success are many. We wish him the very best in his new endeavors

**From:** [Troy VanderMaas](#)  
**To:** [mayor](#)  
**Subject:** Fwd: Douglas Street Closure Request  
**Date:** Monday, June 28, 2021 12:48:57 PM  
**Attachments:** [Screenshot\\_20210621-104406\\_Maps.jpg](#)

---

----- Forwarded message -----

**From:** **Troy VanderMaas** <[troyvandermaas@gmail.com](mailto:troyvandermaas@gmail.com)>  
**Date:** Mon, Jun 28, 2021, 11:41 AM  
**Subject:** Douglas Street Closure Request  
**To:** <[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com)>

To Whom It May Concern

This email is to formally request the temporary closure of West Douglas Street between South 3rd Street and River Race Drive on Saturday July 17, 2021.

My fiance and I are getting married the week prior and are having an open house style cookout to celebrate. We are expecting around 100-125 people to come and go throughout the day.

We would like to request 4 barricades:

- 2 for the 3rd St end
- 2 for the River Race Dr end

We have spoken to our immediate neighbors whose parking would be affected and also extended an invitation to them. They thanked us for the notice and did not offer any concerns.

Attached is a map with requested barricade locations marked with an X. The requested closure area is marked in blue.

Thank you very much for your time and consideration,

Troy VanderMaas





Church-God In Christ



River Race Dr

W Purl St

W Purl St

S 3rd St

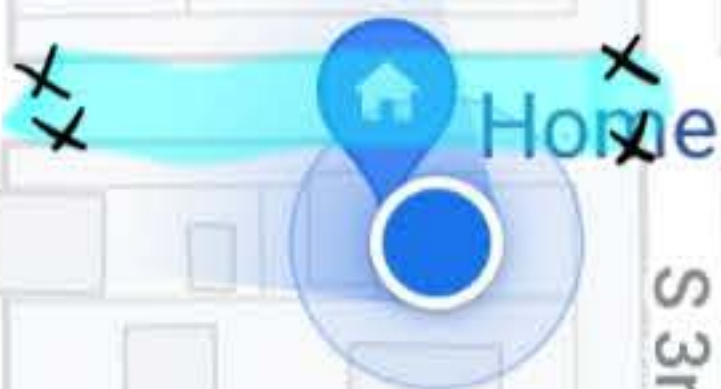
W Douglas St

Home

S 3rd St

W Garfield Ave

x =  
barri.cade



Millrace Canal Trail

Shanklin-Mullet Trail





Kelly Saenz, Manager  
WATER & SEWER UTILITIES BUSINESS OFFICE  
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961  
[watersewer@goshencity.com](mailto:watersewer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

June 21, 2021

To: Board of Public Works, Safety & Storm Water Board

From: Kelly Saenz

Re: Summer Sewer Reduced Billing

On June 2, 2021 a letter from the Goshen Water & Sewer Department was mailed to the mobile home communities of Brookside Manor, Roxbury Park, Twin Pines Mobile Home Park and Creekside Estates in regards to their requested participation in the annual reduced summer sewer billing.

As of June, 16, 2021 only one response was received on behalf of Creekside Estates @ 909 N Indiana Ave. Included in that response was a statement from Vern Miller as well as documentation to which these savings are to be passed onto the residents of Creekside Estates.

Therefore I am requesting approval to allow a Summer Sewer Break in accordance with Goshen City Code 5.3.4.4 . for the community of Creekside Estates issued in the months of June through October.

# CREEKSIDE ESTATES

909 N. INDIANA AVE.  
GOSHEN, IN 46528  
574-534-1787

June 10, 2021

Goshen Water & Sewer Utilities Business Office  
203 S. 5<sup>th</sup> Street  
Goshen, IN 46528-3713

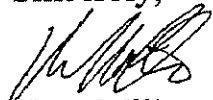
RE: Summer Sewer Break for Creekside Estates

Kelly Saenz

Per Ordinance #4574 we are requesting to be billed on the summer sewer rate for the months of June, July, August, September and October.

The summer sewer rates will be passed on to the residents of Creekside Estates.

Sincerely,



Vern Miller  
Creekside Estates





**5.3.4.3 Sprinkling meters.**

Sec. 3 (a) Any sewer customer may install a sprinkling meter in addition to the regular water meter for the purpose of measuring the water used by an irrigation system or other sprinkling system used exclusively for watering lawns or other plantings. No additional fire hydrant rental billing fee or connection fee will be charged to customers electing to have the sprinkling meter installed, provided the customer already has one (1) or more water meters measuring water usage at the same location.

(b) All sprinkling meters will be purchased through the Goshen Water and Sewer Department. The sprinkling meter will be sold to customers for an amount equal to the Water and Sewer Department's cost to purchase the meter.

(c) A customer installing a meter will pay all plumbing costs to install the sprinkling meter and an inspection fee except the inspection fee will be waived if the installation is made by a licensed plumber.

(Ord. 4333, 12-20-2005)

**5.3.4.4 Residential summer sewer billing.**

Sec. 4 (a) This Code section applies to metered residential customers that do not have a sprinkling meter. A metered residential customer includes:

- (1) Metered customers residing in a building containing three (3) or fewer dwelling units.
- (2) Metered mobile home parks in which the mobile homes are not individually metered provided the manager of the mobile home park submits a written request for residential summer sewer billing to the Goshen Water and Sewer Utilities Billing Office by May 1 of each year.

(b) The sewer bills issued in the months of June, July, August, September and October shall be calculated based on the rates and charges set forth in the ordinance entitled "Goshen Sewer Utility Schedule of Rates and Charges" and the lower of:

- (1) The actual volume of sewage discharged into the sanitary sewer system during the monthly billing period; or
- (2) The average monthly volume of sewage discharged into the sanitary sewer system for the sewer bills issued in the immediately preceding months of November, December, January, February, March, and April. Only those months in which the volumes one hundred (100) cubic feet or greater will be used in calculating the average. In cases where an existing customer has a monthly volume history of zero (0) cubic feet for each of the immediately preceding months, then an average monthly volume of three hundred (300) cubic feet will be



HP Officejet Pro 8600 N911n Series

Fax Log for  
Midwest Mobile Home Serv  
5745331787  
Jun 16 2021 1:25PM

---

**Last Transaction**

Date	Time	Type	Station ID	Duration	Pages	Result
				Digital Fax		
Jun 16	1:24PM	Fax Sent	5745336561	0:00 N/A	0	Busy

Att: Patrick Corbett [REDACTED]  
Greenside Estates 909 N. Indiana Ave. Goshen, IN 46528

Kelly FAX 533-6561

Date 5-1-21

Name	Address	Lot#	Serial #	Current reading
Thresa Osborn	[REDACTED]	[REDACTED]	79083466	135
Jimmy Bryant	[REDACTED]	[REDACTED]	44099814	317
Danny Burris	[REDACTED]	[REDACTED]	78151812	118
Jackie Stack	[REDACTED]	[REDACTED]	76380227	141
Darcie Curtis	[REDACTED]	[REDACTED]	80947415	187
Terry Shearer	[REDACTED]	[REDACTED]	41893076	147
James Miller	[REDACTED]	[REDACTED]	79989126	241
Amy Yoder	[REDACTED]	[REDACTED]	79073883	531
Joan Rogers	[REDACTED]	[REDACTED]	43501379	187
Charlene Noe	[REDACTED]	[REDACTED]	46889006	387
Vacant	[REDACTED]	[REDACTED]	76208203	—
Adrienne Gaskill	[REDACTED]	[REDACTED]	74145847	416
Joas Weirich	[REDACTED]	[REDACTED]	73789847	366
Vacant	[REDACTED]	[REDACTED]		—
LeRoy Miller	[REDACTED]	[REDACTED]	77188762	175
Jim Baker	[REDACTED]	[REDACTED]	44099558	428
Elizabeth Rickman	[REDACTED]	[REDACTED]	42626699	134
Jerry Wallace	[REDACTED]	[REDACTED]	42310907	190
Catherine Poore	[REDACTED]	[REDACTED]	74374420	183
David Shaffer	[REDACTED]	[REDACTED]	41896468	71
A. Gail Clifford	[REDACTED]	[REDACTED]	44914695	142
David Gaskill	[REDACTED]	[REDACTED]	46103356	130
Vicki Mansfield	[REDACTED]	[REDACTED]	44660504	224
Susan Russell	[REDACTED]	[REDACTED]	74145848	265
Jo Marie Alderman	[REDACTED]	[REDACTED]	41361740	95
Leonard Gaskill	[REDACTED]	[REDACTED]	39056666	431
Scotty Goodwin	[REDACTED]	[REDACTED]	46052212	410
Tim Wheeler	[REDACTED]	[REDACTED]	44957429	128
Janet Hardesty	[REDACTED]	[REDACTED]	46052145	284
Billy Kidd	[REDACTED]	[REDACTED]	74833038	61
Victoria Gray	[REDACTED]	[REDACTED]	79598613	167
Billy Stanfill	[REDACTED]	[REDACTED]	41895363	107
Ruth Ann Heynis	[REDACTED]	[REDACTED]	30639629	197
Vacant	[REDACTED]	[REDACTED]		—
Judie Hamilton	[REDACTED]	[REDACTED]	84805168	204
Paul Beachy	[REDACTED]	[REDACTED]	43640171	311
vacant	[REDACTED]	[REDACTED]		—
Trent Fry	[REDACTED]	[REDACTED]	44957426	173

# Statement Summary

GOSHEN WATER & SEWER  
 PO BOX 238  
 203 S 5TH ST  
 GOSHEN, IN 46527-0238  
 574-533-9399

Statement ID	2-CREEKSID
Statement Date	04/26/2021
Total Due	\$ 911.66
Total Due After 05/18/2021	\$ 1,002.83

3/1-4/1.



CREEKSIDE ESTATES  
 909 N INDIANA AVE  
 GOSHEN IN 46528-2525

OK 11610

## Account Detail

Account	291-2080-00	Service	Prev	Curr	Consumption	Charge
Property	909 N INDIANA AVE	WATER	6493	6576	8300	197.02
Name	CREEKSIDE ESTATES	W BILLING CH				13.57
Status	Active	FIRE PROTECT				41.65
For Service	03/01/2021 thru 04/01/2021	SWR USAGE			8300	569.38
		S BILLING CH				75.30
					Subtotal	896.92
					Tax	14.74
					Net Due	911.66

TOTAL USAGE - CASH INFO BY UNIT INFORMATION



Zero Usage
Estimated usage
Waived / Not Billed
Usage - Vacant Unit

**Accounting Ledger**  
CREEKSIDE ESTATES

Service From Date:	04/01/21
Service To Date:	04/30/21
Payment Due Date:	06/01/21

3/11-4/11 2021

	Usage	Average
Occupied	56100	1650
Vacant	0	0
<b>Total</b>	<b>56100</b>	<b>1510</b>

Bid	Unit	Resident (s)	ProRated Days	Meter Number	Usage	One Time Set Up Fee	Water Charge	Sewer Charge	Other Charges	New Charges	NSF Charge	Late Charge	Previous Charges	Total Charges	Total Recvd	Bal Due
01		Osborn, Theresa		79083466	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
02		Bryant, Theresa	Non Advancing	44099014	0	0.00	4.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	0.00	4.00
03		Barns, Danny		51490003	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
04		Stack, Jackie		76380227	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
05		Curtis, Darci		42203242	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
06		Shearer, Terry		41893076	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
06a		Miler, James		79889126	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
07		Yoder, Amy		79073883	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
08		Ropers, Joan		43501379	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
09		Nice, Freeman and Charlene		46889006	2,244	0.00	12.15	23.29	0.00	35.44	0.00	0.00	0.00	35.44	0.00	35.44
11		VACANT		78151812	0											
12		Gaskill, Richard and Adrienne		74145847	3,740	0.00	17.58	38.82	0.00	56.40	0.00	0.00	0.00	56.40	0.00	56.40
13		Weinck, Jaas and Pat		73789847	2,992	0.00	14.86	31.06	0.00	45.92	0.00	0.00	0.00	45.92	0.00	45.92
16		VACANT		30639629	0											
17		Miler, Leroy		77089762	3,740	0.00	17.58	38.82	0.00	56.40	0.00	0.00	0.00	56.40	0.00	56.40
18		Baker, Jim and Ruth		44699558	2,992	0.00	14.86	31.06	0.00	45.92	0.00	0.00	0.00	45.92	0.00	45.92
19		Richman, Elizabeth		42626698	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
20		Wallace, Jerry		42310807	3,740	0.00	17.58	38.82	0.00	56.40	0.00	0.00	0.00	56.40	0.00	56.40
21		Poser, Catherine		74374420	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
22		Shaffer, David		41895468	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
22a		Clifford, Gail	Non Advancing	44914695	0	0.00	4.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	0.00	4.00
23		Gaskill, Dave		45103356	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
24		Mansfield, Viki		44609504	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
25		Russell, Susan		74145848	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
26		Alderman, Jo Marie		41361740	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
27		Gaskill, Leonard and Annette		39056666	2,992	0.00	14.86	31.06	0.00	45.92	0.00	0.00	0.00	45.92	0.00	45.92
28		Goodwin, Scotty L and Alice		48052212	3,740	0.00	17.58	38.82	0.00	56.40	0.00	0.00	0.00	56.40	0.00	56.40
29		Wheeler, Tim		80947415	2,244	0.00	12.15	23.29	0.00	35.44	0.00	0.00	0.00	35.44	0.00	35.44
30		hardesly, Hubert		46052145	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
31		Kidd, Billy		74833038	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
32		Gray, Victoria		79598613	748	0.00	6.72	7.76	0.00	14.48	0.00	0.00	0.00	14.48	0.00	14.48
33		Stanft, Billy and Doris		41895363	2,992	0.00	14.86	31.06	0.00	45.92	0.00	0.00	0.00	45.92	0.00	45.92
35		Heynis, Ruth		46052096	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
36		VACANT		44957429	0											
37		Hamilton, Judie A		84805168	4,488	0.00	20.29	46.59	0.00	66.88	0.00	0.00	0.00	66.88	0.00	66.88
38		Beachy, Paul	Non Advancing	43640171	0	0.00	4.00	0.00	0.00	4.00	0.00	0.00	0.00	4.00	0.00	4.00
39		VACANT														
40		Ery, Trent		44957426	1,496	0.00	9.43	15.53	0.00	24.96	0.00	0.00	0.00	24.96	0.00	24.96
<b>TOTALS:</b>					<b>56,100</b>	<b>0.00</b>	<b>339.72</b>	<b>582.28</b>	<b>0.00</b>	<b>922.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>922.00</b>	<b>0.00</b>	<b>922.00</b>

Att: Patrick Corbett [REDACTED]  
Creekside Estates 909 N. Indiana Ave. Goshen, IN 46528

*7 of 50*

Date 6-8-21

Name	Address	Lot#	Serial #	Current reading
Thresa Osborn	[REDACTED]	[REDACTED]	79083466	137
Jimmy Bryant	[REDACTED]	[REDACTED]	44099814	317
Danny Burris	[REDACTED]	[REDACTED]	78151812	119
Jackie Stack	[REDACTED]	[REDACTED]	76380227	143
Darcie Curtis	[REDACTED]	[REDACTED]	80947415	188
Terry Shearer	[REDACTED]	[REDACTED]	41893076	149
James Miller	[REDACTED]	[REDACTED]	79989126	245
Amy Yoder	[REDACTED]	[REDACTED]	79073883	533
Joan Rogers	[REDACTED]	[REDACTED]	43501379	190
Charlene Noe	[REDACTED]	[REDACTED]	46889006	390
Vacant	[REDACTED]	[REDACTED]	76208203	✓
Adrienne Gaskill	[REDACTED]	[REDACTED]	74145847	424
Joas Weirich	[REDACTED]	[REDACTED]	73789847	371
Vacant	[REDACTED]	[REDACTED]		✓
LeRoy Miller	[REDACTED]	[REDACTED]	77188762	181
Jim Baker	[REDACTED]	[REDACTED]	44099558	434
Elizabeth Rickman	[REDACTED]	[REDACTED]	42626699	136
Jerry Wallace	[REDACTED]	[REDACTED]	42310907	199
Catherine Poore	[REDACTED]	[REDACTED]	74374420	186
David Shaffer	[REDACTED]	[REDACTED]	41896468	71 <del>186</del>
A. Gail Clifford	[REDACTED]	[REDACTED]	44914695	144
David Gaskill	[REDACTED]	[REDACTED]	46103356	131
Vicki Mansfield	[REDACTED]	[REDACTED]	44660504	VACANT
Susan Russell	[REDACTED]	[REDACTED]	74145848	270
Jo Marie Alderman	[REDACTED]	[REDACTED]	41361740	97
Leonard Gaskill	[REDACTED]	[REDACTED]	39056666	437
Scotty Goodwin	[REDACTED]	[REDACTED]	46052212	417
Tim Wheeler	[REDACTED]	[REDACTED]	44957429	133
Janet Hardesty	[REDACTED]	[REDACTED]	46052145	288
Billy Kidd	[REDACTED]	[REDACTED]	74833038	412 61
Victoria Gray	[REDACTED]	[REDACTED]	79598613	168
Billy Stanfill	[REDACTED]	[REDACTED]	41895363	61
Ruth Ann Heynis	[REDACTED]	[REDACTED]	30639629	199
Vacant	[REDACTED]	[REDACTED]		✓
Judie Hamilton	[REDACTED]	[REDACTED]	84805168	202
Paul Beachy	[REDACTED]	[REDACTED]	43640171	312
vacant	[REDACTED]	[REDACTED]		✓
Trent Fry	[REDACTED]	[REDACTED]	44957426	176

# Statement Summary

GOSHEN WATER & SEWER  
 PO BOX 238  
 203 S 5TH ST  
 GOSHEN, IN 46527-0238  
 574-533-9399

Statement ID	2-CREEKSID
Statement Date	05/24/2021
Total Due	\$ 939.43
Total Due After 06/22/2021	\$ 1,033.38



4/1 - 9/1

CREEKSIDE ESTATES  
 909 N INDIANA AVE  
 GOSHEN IN 46528-2525

## Account Detail

Account	291-2080-00	Service	Prev	Curr	Consumption	Charge
Property	909 N INDIANA AVE	WATER	6576	6662	8600	203.74
Name	CREEKSIDE ESTATES	W BILLING CH				13.57
Status	Active	FIRE PROTECT				41.65
For Service	04/01/2021 thru 05/01/2021	SWR USAGE			8600	589.96
		S BILLING CH				75.30
					Subtotal	924.22
					Tax	15.21
					Net Due	939.43





**PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 534-3600 • Fax (574) 533-8626

planning@goshencity.com • www.goshenindiana.org

July 1, 2021

To: Board of Public Works and Safety

From: Rossa Deegan, Assistant Planning & Zoning Administrator

**RE: Request to change portion of an illuminated freestanding sign located in the right of way**

Paragon Installations, Inc., on behalf of 7-Eleven, is requesting permission to make changes to the freestanding sign located in the right of way adjacent to 1000 S Main Street. The proposed change includes replacement of the existing illuminated price board with a digital price board (classified by the Goshen Zoning Ordinance as an electronic message center). The new digital price board will be approximately 22" x 48". This request will also require approval by the Board of Zoning Appeals to allow an EMC sign in a residential zoning district.

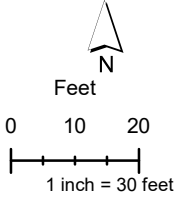
While sign illumination is a concern in residential areas, Staff believes approval can be granted based on the following:

- The existing sign is illuminated
- The proposed EMC is approximately the same size as the existing price board
- Planning is unaware of any adverse effects the existing sign has had on the safety and well-being of adjacent residents, passers-by, or patrons of the gas station

Suggested motion: Approve the request to change a portion of the existing illuminated freestanding sign located in the public right of way adjacent to 1000 S Main Street for an electronic message center



The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



**1000 S Main Street**

2021 Aerial  
Printed July 1, 2021

**The City of Goshen**  
Department of  
Planning & Zoning  
204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-3600 Fax: 574-533-8626



MID SCOPE

• 7ELEVEN COLORS

■ PMS 341C  
3M 3630-26

■ PMS 485C  
3M 3630-33

■ PMS 165  
3M 3630-44

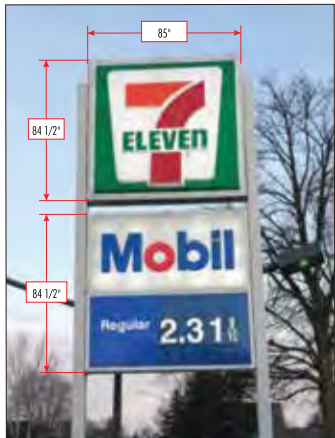
□ WHITE

• EXXONMOBIL COLORS

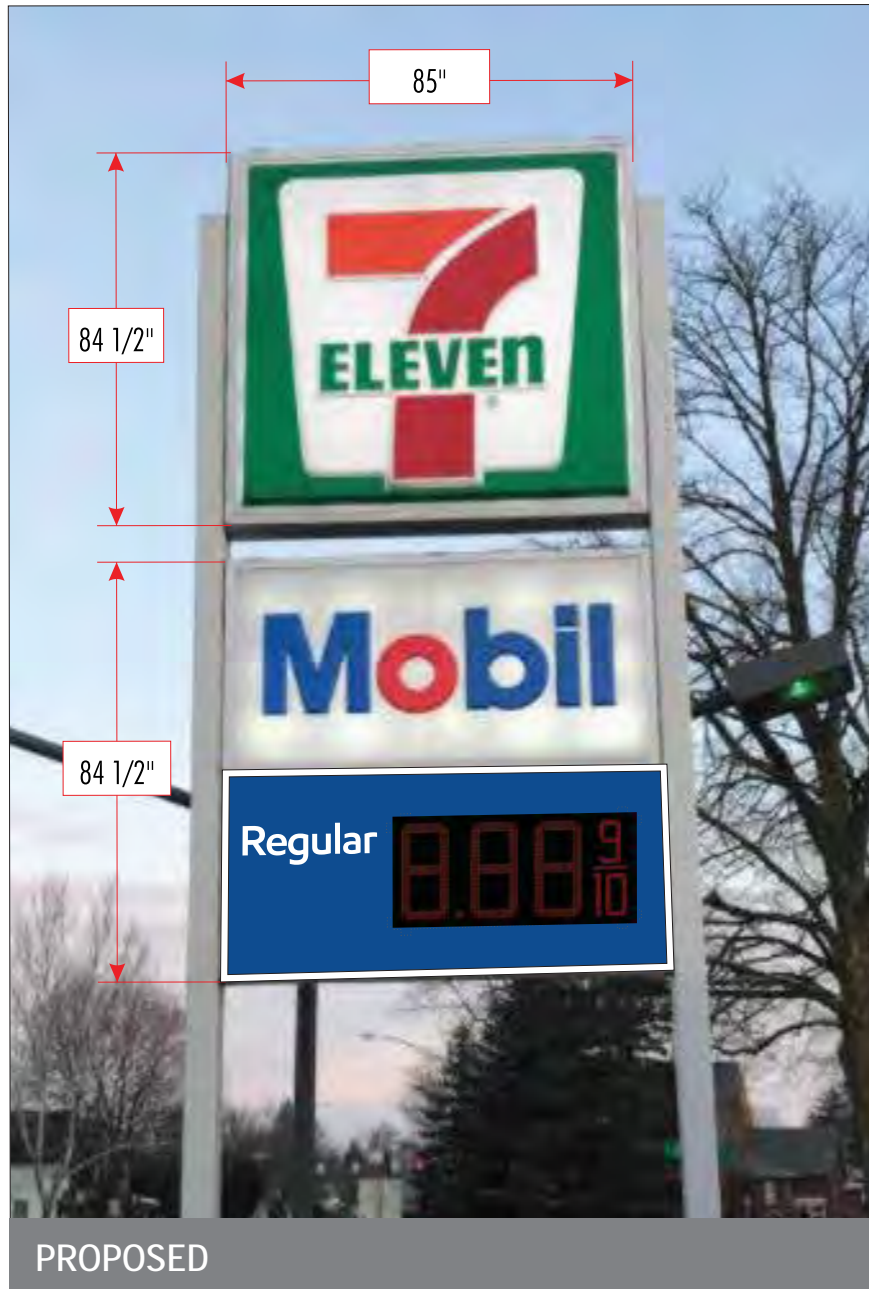
■ PANTONE 485  
P6 RED

■ PANTONE 293  
P23 BLUE

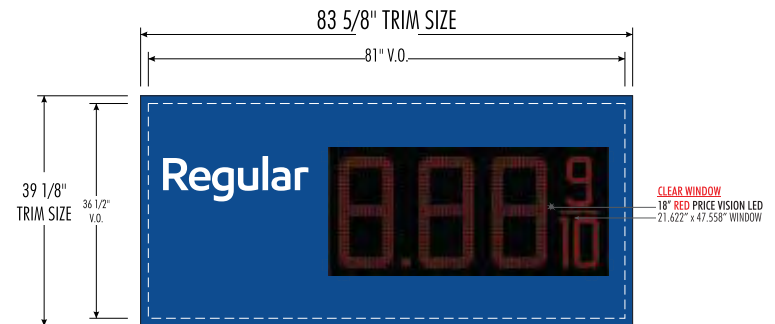
□ WHITE



EXISTING



PROPOSED



FRONT VIEW  
V.O.: 36 1/2" x 81"  
CABINET SIZE: 84 1/2" x 85"



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 1, 2021

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

**From:** Brandy Henderson

**Subject:** Agreement with A+ Window Cleaners for window cleaning of the Annex, Utilities, Goshen Police and Courts Building and City Hall.

Presented today is an agreement with A+ Window Cleaners for interior and exterior window cleaning of the Annex Building, Utilities Building, Goshen Police and Courts Building and City Hall.

The work is to be completed within forty-five (45) calendar days of the effective date of this agreement and A+ Window Cleaners will be compensated the sum of Three Thousand Nine Hundred Four Dollars (\$3,904.00) for all services provided.

Thank you!

Suggested Motion:

Move to approve the Mayor to execute the agreement with A+ Window Cleaners for interior and exterior window cleaning of the Annex Building, Utilities Building, Goshen Police and Courts Building and City Hall whom shall be compensated Three Thousand Nine Hundred Four Dollars (\$3,904.00) for all services provided upon completion of the project.

# AGREEMENT

## Window Cleaning of the Annex, City Hall, Utilities, and Goshen Police and Courts Buildings

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, which is the last signature date set forth below, by and between **A+ Window Cleaners** (“Contractor”), whose mailing address is PO Box 163, 525 W. Burr Oak Street, Centreville, MI 49032, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

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

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to clean windows (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Contractor agrees to provide interior and exterior window cleaning of the Goshen Police and Court Building at 111 East Jefferson Street, Goshen, Indiana.
- (B) Contractor agrees to provide window cleaning of the Annex Building at 204 East Jefferson Street, Goshen, Indiana. The scope of work shall include:
  - (i) Interior/Exterior window cleaning on the basement level.
  - (ii) Interior/Exterior window cleaning on the main level.
  - (iii) Cleaning of both sides of interior office windows on the main level.
  - (iv) Exterior only window cleaning of the third floor.
- (C) Contractor agrees to provide window cleaning of the City Hall at 202 South 5<sup>th</sup> Street, Goshen, Indiana. The scope of work shall include:
  - (i) Interior/Exterior window cleaning on the basement level.
  - (ii) Interior/Exterior storm window cleaning on the main level.
  - (iii) Cleaning of both sides of interior office windows on main level
  - (iv) Transom windows above entry doors, windows behind Tracey’s desk, conference room, office between conference room and Denise’s office.
- (D) Contractor agrees to provide window cleaning of the Utilities Building at 203 South 5<sup>th</sup> Street, Goshen, Indiana. The scope of work shall include:

- (v) Interior/Exterior window cleaning on the main level.
  - (vi) Screen cleaning on the main level.
  - (vii) Interior and exterior window cleaning on the second floor.
  - (viii) Screen cleaning on the second floor.
- (E) Contractor shall coordinate with Denise Blenner of City's Mayor's office (574-533-9322) and/or Jeff Halsey, City's Maintenance Manager (574-260-3111) to coordinate date and time for work to be performed.

**Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall complete all Duties within forty-five (45) calendar days of the effective date of this agreement.

**Section 3. Compensation; Payment**

- (A) City agrees to compensate Contractor the sum of Three Thousand Nine Hundred Four Dollars (\$3,904.00) for performing all Duties.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.  

City of Goshen  
c/o Mayor's Office  
202 S. 5<sup>th</sup> 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) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

**Section 4. Independent Contractor**

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

agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

### **Section 5. Non-Discrimination**

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

### **Section 6. Employment Eligibility Verification**

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

### **Section 7. Contracting with Relatives**

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

## **Section 8. No Investment Activities in Iran**

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

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

## **Section 10. Insurance**

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

## **Section 11. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If

the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 12. Default**

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

## **Section 13. Termination**

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

## **Section 14. Notice**

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

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

Contractor: A+ Window Cleaners  
525 W. Burr Oak Street  
PO Box 163  
Centreville, MI 49032

## **Section 15. Subcontracting or Assignment**

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

## **Section 16. Amendments**

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

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

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

## **Section 18. Applicable Laws**

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



## **Section 19. Miscellaneous**

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

## **Section 20. Severability**

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

## **Section 21. Binding Effect**

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

## **Section 22. Entire Agreement**

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

## **Section 23. Authority to Bind Contractor**

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

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

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

**A+ Window Cleaners**

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

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

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

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

  
\_\_\_\_\_

Printed: TODD A EVANS

Title: PRESIDENT

Date Signed: 6/28/2021



## CITY OF GOSHEN LEGAL DEPARTMENT

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

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

July 6, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Fire Department Conditional Offer of Employment to Cade M. Richardson

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Cade M. Richardson, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that Cade M. Richardson must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Cade to successfully complete all training requirements once employed and serve as an active paramedic.

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

### **Suggested motions:**

- (1) Move to extend a conditional offer of employment to Cade M. Richardson as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Cade M. Richardson.

## CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Cade M. Richardson** (Richardson).

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

### PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

- (5) City and Richardson understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

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

#### **AGREE TO ENROLL AND COMPLETE BASIC EMT TRAINING**

- (1) As a condition of employment, Richardson is required to successfully complete a Basic EMT training program and obtain Basic EMT certification. Richardson agrees to attend the training program when instructed to do so, and successfully complete the training program and obtain Basic EMT certification within twelve (12) months from the first day of the training.
- (2) City will pay the cost of the training program and Richardson will be paid for the time Richardson spends in the training program under paragraph (1). City will pay the cost for Richardson to attend the Basic EMT training program one (1) time.
- (3) If Richardson refuses to attend the Basic EMT training program or fails to successfully complete the Basic EMT training program and obtain Basic EMT certification within twelve (12) months of the first day of the training, Richardson's employment with City and the Goshen City Fire Department shall terminate.

#### **AGREE TO ENROLL AND COMPLETE PARAMEDIC TRAINING, BECOME CERTIFIED/LICENSED, AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment, City shall require and Richardson agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.
- (2) After consultation, the Fire Chief will instruct Richardson when to enroll in the paramedic training course. Richardson shall schedule all training sessions when Richardson is scheduled to work to the extent possible.
- (3) City will pay the cost of the paramedic training and Richardson will be paid for the time Richardson spends in class and required clinical sessions. City will pay for Richardson to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for Richardson to attend a refresher course.
- (4) Richardson shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. Richardson agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.
- (5) If Richardson refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1)

year after completion of the paramedic training course, Richardson's employment with City and the Goshen City Fire Department will be terminated for cause.

- (6) If Richardson leaves employment with City and the Goshen City Fire Department before receiving an Indiana paramedic certification/license, including termination, Richardson agrees to repay City the City's actual cost for Richardson to attend the paramedic training course, including the cost of the course and time City paid Richardson to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic certification/license, Richardson agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Richardson's paramedic certification/license as long as Richardson is required to serve City as a paramedic.
- (8) Richardson agrees to serve City as an active paramedic for a minimum of three (3) full years. If Richardson fails to serve City as an active paramedic for three (3) full years, Richardson agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year Richardson serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if Richardson fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.

- (9) Richardson's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Richardson's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Richardson's last day of employment with City.

#### **AMENDMENT**

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

#### **SEVERABILITY**

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

**INTEGRATION**

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

**INDIANA LAW**

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

**BINDING EFFECT**

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

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

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

\_\_\_\_\_  
Cade M. Richardson

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

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

July 6, 2021

**To:** Board of Public Works and Safety  
**From:** Carla Newcomer, Paralegal  
**Subject:** Agreement for Cold Water Meter Testing

The City solicited quotes for the testing of Cold Water Meters for the Water and Sewer Department. There were 2 quotes received:

1. Vanguard Utility Service Inc.....\$49,460.00
2. M.E. Simpson Co. Inc.....\$78,660.00

Attached for the Board's approval and execution is an agreement with Vanguard Utility Service, Inc. as the most responsible and responsive quoter.

Suggested Motion:

Move to approve and execute the Agreement with Vanguard Utility Service, Inc. for Cold Water Meter Testing.



AGREEMENT  
FOR  
COLD WATER METER TESTING

THIS AGREEMENT is entered into on \_\_\_\_\_, 20\_\_\_\_, by and between **Vanguard Utility Service, Inc.** (“Contractor”), whose mailing address is 1421 West 9<sup>th</sup> Street, Owensboro, Kentucky 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 and Stormwater Board (“City”).

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

**1. Duties of Contractor**

- 1.1. Contractor shall preform all work for the Description in accordance with the complete Specification Documents, which include all Detailed Specifications, plans and drawings, and other documents, all of which are incorporated by reference to this agreement. For the purposes of this agreement, all duties to be performed by Contractor shall be referred to as the “Project.”
- 1.2. Contractor’s Proposal as submitted to City, including all attachments prepared by Contractor are incorporated by reference into this agreement.
- 1.3. Any inconsistency or ambiguity in this agreement shall be resolved by giving precedence in the following order: 1) this agreement; 2) the Specification Documents for the Project, which include all Detailed Specifications, plans and drawings; and 3) the Contractor’s Proposal.

**2. Effective Date; Contract Term; Liquidated Damages**

- 2.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 2.2. Contractor shall begin work on the Project as soon as practical after receiving a written notice to proceed from City and a preconstruction meeting with a representative from the Water and Sewer Department.
- 2.3. Contractor shall substantially complete the Project by October 31, 2021. “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 2.4. If Contractor does not substantially complete the Project by the date set forth in Section 2.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 2.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

### **3. Compensation**

- 3.1. City shall pay Contractor for the performance of the work based on established unit prices for the work items as set forth in Contractor's Proposal, including Contractor's Work Items and Unit Prices, a copy of which is attached to this agreement as Exhibit A.
- 3.2. Contractor's Proposal is based on established unit prices for the work items and estimated quantities for such work items with the total cost of the Project estimated at Forty-Nine Thousand Four Hundred Sixty Dollars (\$49,460.00). This total cost is not guaranteed and solely for the purpose of comparing proposals and determining the lowest bidder/quoter/offeree. The actual number of units used in the Project may be more or less than the estimated quantities. Payment to Contractor for all work required to complete the Project will be based on the unit prices for the work items and the actual number of units used in the Project.
- 3.3. Prices shall cover and include all costs necessary for Contractor to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with the Specification Documents, including any incidentals whether or not specifically called for in the Specification Documents.

### **4. Effective Date; Contract Term; Liquidated Damages**

- 4.1. The contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- 4.2. Contractor shall begin work on the Project as soon as practical after receiving a written notice to proceed from City.
- 4.3. Contractor shall substantially complete the Project by October 31, 2021. "Substantial completion" or "substantially complete" refers to the date when the construction work is sufficiently complete in accordance with the Specification Documents, as may be modified by any written and approved change orders, and the Project is available for its intended use or purpose.
- 4.4. If Contractor does not substantially complete the Project by the date set forth in Section 1.3, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed by the date set forth in Section 1.3, in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100.00) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

### **5. Basis of Proposals; Price**

- 5.1. City shall pay Contractor for the performance of the work based on an amount not to exceed
- 5.2. A bidder/quoter/offeree shall extend unit prices where required. In the event there is an error in the extension of prices, the unit price shall govern.

- 5.3. The price(s) shall cover and include all costs necessary to provide for all supervision, labor, materials, equipment, services, permits and other components required to complete the Project in accordance with these Specification Documents, including any incidentals whether or not specifically called for in these documents.
- 5.4. Proposals shall remain firm for a minimum period of sixty (60) days after the opening of the proposals.
- 5.5. The City of Goshen is exempt from federal excise and state sales taxes. Prices shall not include any tax for which the City is exempt. A tax exemption certificate will be provided if requested. City will not be responsible for any taxes levied on Contractor as a result of this contract. However, if it is later determined a tax must be paid by the City of Goshen, the contract price will be adjusted to reflect this liability.

## **6. Payment**

- 6.1. City shall pay Contractor as work progresses under this contract based on the dollar value of work satisfactorily completed in accordance with the Specification Documents.
- 6.2. Upon completion of the Project, the final inspection and acceptance of all work by City, and Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing work under this contract, final payment to Contractor will be made within sixty (60) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- 6.3. Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Water and Sewer Department  
308 N. 5<sup>th</sup> Street  
Goshen, IN 46528

- 6.4. Payment will be made within forty-five (45) days following City's receipt of the invoice, except for final payment under Section 3.2. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- 6.5. Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.
- 6.6. Any payment made by City before final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts, or otherwise correct any work.

## **7. Materials and Workmanship; Inspection**

- 7.1. All products, materials, components, equipment, supplies or workmanship entering into the performance of this contract shall be as specified in the Specification Documents, of the best grade and free of defects, and subject to the City's observation, inspection and testing.

- 7.2. Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- 7.3. City's representative shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- 7.4. 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 Specification Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City. Such correction shall also include the removal from the work site.
- 7.5. In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

## **8. Warranty**

- 8.1. Contractor shall warrant all products, materials, components, equipment, supplies and/or workmanship furnished under this contract to be free of defects, and to conform to the requirements of the Specification Documents.
- 8.2. This warranty shall be for a period of one (1) year after completion of the Project and acceptance by the City. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- 8.3. Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the Specification Documents.
- 8.4. Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- 8.5. guarantee period.

## **9. Independent Contractor**

- 9.1. 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.
- 9.2. 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.

## Non-Discrimination

- 9.3. 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.
- 9.4. Contractor agrees:
- (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;
  - (c) That there may be deducted from the amount payable to Contractor by City under this contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; and
  - (d) That this contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

## 10. Employment Eligibility Verification

- 10.1. 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.
- 10.2. Before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- 10.3. 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.
- 10.4. 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.

- 10.5. 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.
- 10.6. In accordance with Indiana Code § 5-16-13-13, Contractor, including any subcontractor of Contractor, shall preserve all payroll and related records for all employees performing work under the Project for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.

## **11. Indemnification**

- 11.1. 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.

## **12. Insurance**

- 12.1. 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.
- 12.2. 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.
- 12.3. Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (a) Workers Compensation and Employer's Liability - Statutory Limits
  - (b) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (c) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (d) Excess Umbrella Coverage - \$1,000,000 each occurrence

## **13. Force Majeure**

- 13.1. 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.
- 13.2. 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.

#### **14. Default**

- 14.1. If Contractor fails to perform the work or comply with the provisions of this contract, then Contractor may be considered in default.
- 14.2. 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) calendar 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
- 14.3. Contractor may also be considered in default by the City if any of the following occur:
  - (a) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (b) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (c) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (d) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (e) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (f) 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.
  - (g) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

#### **15. Termination**

- 15.1. 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.
- 15.2. City may terminate this contract, in whole or in part, in the event of default by Contractor.
- 15.3. 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.

## **16. Subcontracting or Assignment of Contract**

- 16.1. 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.

## **17. Change Orders**

- 17.1. If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original contract. If the change order requires an increase or decrease in units of materials that are included in the original contract, the cost of these units of materials must be the same as shown in the original contract.
- 17.2. Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

## **18. Amendments**

- 18.1. 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.

## **19. Waiver of Rights**

- 19.1. 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.

## **20. Applicable Laws**

- 20.1. 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.
- 20.2. 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 maybe deemed a material breach of contract.

## **21. Miscellaneous**

- 21.1. 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.
- 21.2. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this solicitation which varies from these General Terms and Conditions shall have precedence.



- 21.3. 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.
- 21.4. 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.

**22. Severability**

- 22.1. 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.

**23. Binding Effect**

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

**24. Entire Agreement**

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

**25. Authority to Execute**

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

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

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

**Vanguard Utility Service, Inc.**

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

Vanguard Utility Service, Inc.



## **Cover Letter**

Vanguard Utility Service, Inc. is pleased to submit the following proposal to the City of Goshen in response to the Request for Proposals for Cold Water Meter Testing.

In the following RFP response, we would like to demonstrate how Vanguard:  
Is the most experienced water meter Test and Repair Service company in the nation.  
Employees the most knowledgeable personnel in the industry,  
Has the financial resources, certifications, and equipment necessary to perform this contract? Local and National support from experienced personnel to insure performance of this contract.

We fully understand the scope of work presented in the RFP, and do not take or have any exceptions. If Vanguard is selected, we agree to enter a contract under the terms and conditions as prescribed by this Request for Proposal.

## **History of Vanguard**

Vanguard Utility Service, Inc. is a national leader in the metering service industry. Founded in 2002, Vanguard Utility Service, Inc. management team is comprised from some of the most knowledgeable personnel in the water meter industry. Vanguard Utility Service, Inc. is a privately held independent corporation and is not a subsidiary of any other company, water meter, AMR, or AMI manufacture.

Vanguard Utility Service, Inc. performs meter maintenance and turn-key automation projects for water, gas, and electric utilities in 38 states. Vanguard understands that every utility has different needs and demands. Vanguard can customize each project to the needs of each individual customer and utility that we assist.

Vanguard Utility Service, Inc. developed and utilizes a data collection system to manage each meter's information and customer contact that is second to none in the industry. We track all aspects of each customer contact, appointments, and each site visit, as well as problems that may arise. During the installation or testing process, all information is captured both on work orders and electronically. Information is sent in real-time data transference. Digital pictures are captured of each account setting and register to ease any billing verification that may become necessary.

Vanguard Utility Service, Inc. utilizes full time experienced employee 's and project managers. Professionalism, courtesy, and quality is expected and demanded by Vanguard from each of our 180 team members.

Vanguard Utility Service, Inc.



In the last 18 years, Vanguard Utility Service, Inc. has successfully installed over 8 million meters, successfully completed 700+ installation projects, and provided on site Test and Repair Services to over 170 water utilities across the country. Vanguard Utility Service, Inc. has never failed to complete a project to the highest standards in the industry.

We are currently performing both installation and service/maintenance contracts across the country. Some additional background information, among our founding senior management, one individual Bud Bates pioneered the on-site water meter calibration testing and repair service industry over 60 years ago and has been providing the highest level of service to utilities across the country ever since.

**Current Capabilities**

Our employees are specialist experts with vast knowledge in accommodating and working with commercial, and industrial customers demands in large metropolitan cities across the country. The list of our current service customers includes St. Louis Mo, Indianapolis IN, and Baltimore, MD.

Vanguard Utility Service, Inc. currently staffs and operates 8 Commercial Test and Repair Crews. In addition to classroom training, each Test and Repair Crew Manager is highly trained and has hands on experience in testing and calibrating all manufacturers and models of meters. Current average experience of our managers is no less than 10 Years, and the assistant managers in training currently have no less than 2 Years. Each two-man crew a minimum certification from the Department of Weights and Measure in Water Meter Testing and Calibration, OSHA Certification and Confined Space at a minimum.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Shelton", is written over a horizontal line.

Robert Shelton  
Chief Financial Officer



1421 West 9th Street  
Owensboro, KY 42301  
Phone 270-926-4646  
Fax: 270-926-6393

www.vusinc.com

Pricing Summary For

Goshen, IN

June 18, 2021

Item	Category	Description	Qty	Unit Price	Extended Price
<b>Cold Water Meter Testing</b>					
ITEM 1	Installation	Meter Evaluation & Testing *LSUM*	1	\$49,275.00	\$49,275.00
ITEM 2	Installation	Meter Parts (Include catalog prices with proposal)	1	See attached	TBD
ITEM 2A	Installation	Labor - Hourly Rate	1	\$185.00	\$185.00
<b>Total Price</b>					<b>\$49,460.00</b>



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 6/21/21

1. Governmental Unit (Owner): City of Goshen, IN
2. County : Daviess
3. Bidder (Firm): Vanguard Utility Service, Inc.  
Address: 1421 West 9th Street  
City/State/ZIPcode: Owensboro, KY 42301
4. Telephone Number: 270-926-4646
5. Agent of Bidder (if applicable): Robert Shelton

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of Cold Water Meter Testing  
(Governmental Unit) in accordance with plans and specifications prepared by Vanguard Utility Service, Inc.  
and dated 6/18/21 for the sum of  
Forty-Nine Thousand Four Hundred Sixty Dollars and zero cents \$ 49,460.00

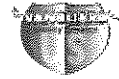
The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.



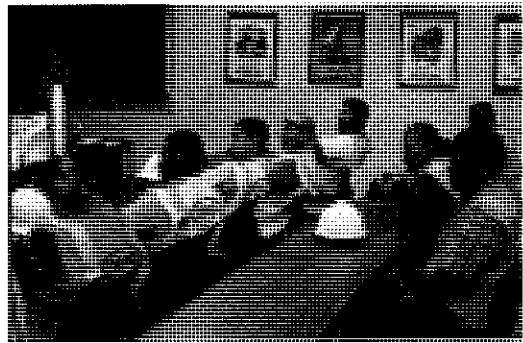
## Vanguard Utility Service, Inc.

*Keith Tamminga, VP of Field Operations – Project Sponsor, 5-10% On site – With 25 years of experience in operations management, business development, supply chain management, process engineering, logistics, strategic planning, budget development, personnel training and management, utility control, including ISO implementation, performance, and quality standards. With focus on customer satisfaction. Keith will work closely with leadership team representatives to ensure that a successful project is delivered.*

*Ryan Henshaw, Crew Lead, 75% On-site – Over 16 years of experience as an installer and project manager. Ryan has managed projects in multiple sites across the U.S. He has relocated existing meters from inside buildings and home to the active service lines. He has been the manager of crews larger than six while maintaining production and seeing to on-time closeouts.*

*Becky Tillis, Safety Management & Trainer, 10% On-site – Over 20 years of safety management experience in the industrial and marine construction sectors. Certifications have included OSHA General Industry Trainer, FA, CPR, BBP, O2P, BOP (Association of Reciprocal Safety Councils), Passport (LG&E, KU, PPL facilities). Becky is our current Safety Trainer.*

*Sandy Nishimori, Human Resources, 5% Remote– Cassandra “Sandy” Nishimori, Human Resources Generalist – Holds over 10 years of HR experience. In that time, she has gained experience in Recruiting (full-time and temp associates), as well as new hire orientation, performance evaluations, open enrollment, compliance maintenance, safety training, editing and enforcement of policies and procedures, OSHA records, FMLA approvals/tracking, 5S, Team STEPPS, scheduling, managing company functions and authoring company newsletters. Sandy is the Human Resources Generalist and performs all necessary functions of her position and acts as a liaison between the staff in the field, which are located throughout the U.S., and the corporate office located in Owensboro, Kentucky.*



*Tom Carter, Manager Call Center, Data Integrity, QC, 20% Remote– Over 15 years of Information Technology Business Management, and Accounting, Tom reviews and audits of cash, inventory, accounts payable, revenue and expenses, accounts receivable and leases. He has experience with managing over 150 employee's IT staff at a time while implementing new inventory tracking software. Tom holds a master's degree and 2 bachelor's degrees in IT, Accounting, and Business Management.*

*Chelsie Garrett, Data Analysis – 20% Remote- Over 10 years of Project Field Data Setup and Data Processing. Chelsie will be responsible for managing all aspects of project support include installation data collected and its integration with the billing system. Her resume is below.*

<b>Position</b>	<b>Bret Bates- Commercial Meter Manager, 10% On-site</b>																				
<b>Position Description</b>	Has 41 years of field experience in commercial testing, repairing, and replacing of commercial and industrial water meters. Bret has been instrumental in start-up, training, and management of many residential replacement programs as well. In his administrative roles he is responsible for work force management and training, as they relate to water meter technicians and engineers.																				
<b>Industry Experience</b>	<table border="0"> <tr> <td>Denver Water – Colorado</td> <td>Woodlawn Utility District, TN</td> </tr> <tr> <td>City of Akron, Ohio</td> <td>Terre Haute, IN</td> </tr> <tr> <td>City of Baltimore, MD</td> <td>Fort Wayne, IN</td> </tr> <tr> <td>Olathe, KS</td> <td>Indianapolis, IN</td> </tr> <tr> <td>Grand Traverse MI</td> <td>Fairfax, VA</td> </tr> <tr> <td>Whitestown, IN</td> <td>Bonita Springs, FL</td> </tr> <tr> <td>Sturgis, MI</td> <td>Fort Lauderdale, FL</td> </tr> <tr> <td>Village of Farwell, MI</td> <td>Jefferson City, MO</td> </tr> <tr> <td>Denver, CO</td> <td></td> </tr> <tr> <td>Sarasota, FL</td> <td></td> </tr> </table>	Denver Water – Colorado	Woodlawn Utility District, TN	City of Akron, Ohio	Terre Haute, IN	City of Baltimore, MD	Fort Wayne, IN	Olathe, KS	Indianapolis, IN	Grand Traverse MI	Fairfax, VA	Whitestown, IN	Bonita Springs, FL	Sturgis, MI	Fort Lauderdale, FL	Village of Farwell, MI	Jefferson City, MO	Denver, CO		Sarasota, FL	
Denver Water – Colorado	Woodlawn Utility District, TN																				
City of Akron, Ohio	Terre Haute, IN																				
City of Baltimore, MD	Fort Wayne, IN																				
Olathe, KS	Indianapolis, IN																				
Grand Traverse MI	Fairfax, VA																				
Whitestown, IN	Bonita Springs, FL																				
Sturgis, MI	Fort Lauderdale, FL																				
Village of Farwell, MI	Jefferson City, MO																				
Denver, CO																					
Sarasota, FL																					
<b>Project Experience</b>	Experienced in supporting and installing meters and AMR/AMI solution from; Sensus Badger, Neptune, Mueller, Aclara and Zenner, Hersey, Rockwell and Amco																				
<b>Education</b>	<p>University of Kentucky, Lexington, KY</p> <p>OHSA Certification &amp; Training, blood-borne pathogens, radiation safety, biohazardous waste disposal, and confined space</p> <p>Certified AWWA best meter practices</p> <p>Certified for Meter Testing by Division of Weights &amp; Measures in Lexington, Ky.</p>																				



## Field Testing Procedure

Vanguard can provide in field test and recalibration of water meters as well as bench testing as needed. Our fleets of in field large meter test and repair vehicles are available coast to coast to assist Utilities with revenue generation and retention.

Testing of large water meters is to be performed using a comparative type of large meter test unit capable of maintaining an accuracy of +/- 1 1/2% and have a performance range of 1/2 GPM to 1600 GPM. Vanguard will provide proof of test meter accuracy, a minimum of two (2) technicians will be required in performance of the field testing/repair and Vanguard will be fully equipped to conduct testing/repair with no assistance from Utility personnel. Truck mounted equipment shall be equal to the following minimums:

1. One (1) 4" turbine high flow test unit with digital read out and rate of flow indicator.
2. One (1) 5/8" low flow test unit with digital read out and rate of flow indicator.
3. One (1) calibrated test tank with rate of flow indicator to measure minimum flows.
4. Communications system to provide accurate communications between test unit and meter being tested.
5. Electrical generating unit to provide power for lighting and necessary tools where needed.
6. Pump to remove water from meter pit where necessary.
7. All additional tools and/or equipment needed to do required work; including equipment necessary to work in confined entry spaces.

Vanguard's lead technician will be certified and have a minimum of five (5) years' experience at large meter testing. The test crew will operate under any applicable OSHA regulations regarding working within a confined space should meters be in a vault below grade.

All meters tested and/or repaired shall be calibrated to be as near 100% accuracy as practicable and within current AWWA Standards C701, C702, C703 and M6. All meters shall be tested at the following approximate flow rates:

- Maximum Flow Rate – 75% of rated Capacity up to maximum flow available through test outlet.
- Intermediate Flow Rate – 10% of rated Capacity.
- Minimum Flow Rate – as indicated by appropriate AWWA Standards.

### There shall be a minimum of:

- Three (3) flows per test for turbine meters.
- Six (6) flows per test for compound.
- Nine (9) flows per test for fire meters.





Upon completion of work, Vanguard shall supply the Utility with a detailed report of each meter tested which will include the following data:

- Address
- Meter brand, size, type, and identification number
- Test date
- Meter register reading prior to and upon completion of field testing
- Service pressure at meter site
- Test results after each flow
- Note quantities run on both test unit and subject meter for each flow
- Note any problems with valve failure or hazardous setting conditions

When testing series is complete, Vanguard will determine if subject meter meets all qualifications for repair and proceed under repair guidelines, if required. If meter is running within +/-3% of true accuracy at all flow rates (excluding changeover), Vanguard shall put subject meters back in service and return all control valves to their proper position. A "Test Only" fee will apply for these occasions. Any damage to the setting or surroundings during the test process which is the result of negligence by Vanguard shall become the expense and responsibility of Vanguard to correct. Known internal and external conditions of subject meter(s) causing inaccurate test results should be noted on the test document. Vanguard will provide the customer at least 72-hours prior notice of a desired appointment.

After repair, Vanguard will calibrate that meter as close to new meter accuracy as possible (+/- 1 ½%) and will follow all these specifications. Vanguard will forward repair meter test report and copy of parts sheet along with invoicing to the Utility.

**Response Time**

Vanguard will provide the customer at least 72-hours prior notice of a desired appointment.

Emergency repairs shall be classified as any non-routine repair that is required to be repaired within forty-eight (48) hours' notice.



Vanguard Utility Service, Inc.

Vanguard Experience in similar Sensus projects

Fairfax Water, VA- Baltimore, MD- Livonia, MI





Vanguard Utility Service, Inc.

Test & Repair Warranty

Vanguard Utility Service guarantees all repairs against defective furnished material and/or workmanship for a period of one year.

Sincerely,

  
Robert Shelton  
Chief Financial Officer



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety  
FROM: Goshen Engineering Department  
RE: **BRIDGE NO. 303 REPAIR AND MILLRACE CANAL LOWERING (JN: 2021-0010)**  
DATE: July 6, 2021

---

It is requested the Board of Works allow the closure of Bridge 303, a pedestrian bridge that connects Douglas Street to the Millrace Path and Shanklin Park, for scheduled repairs and painting of the structure beginning on July 12, 2021. The Millrace Path will be closed at the west end of the bridge from July 12, 2021 through July 23, 2021. A path detour will be marked for the traveling public. As part of the repairs at Bridge 303 the Millrace Canal will be lowered beginning on July 7, 2021 through July 30, 2021, in order to perform the work. Residents along the canal will be notified by letter. A complete schedule for the bridge project will be provided by the contractor at a later date.

**Requested motion:**

**Move to approve the closure of Bridge 303 for repairs beginning July 12, 2021.**

ACCEPTED:

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

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

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

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

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

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







**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **NORTH MAIN STREET IMPROVMENTS – BALANCING CHANGE ORDER NO. 2  
(JN: 2016-0020)**

DATE: July 6, 2021

---

Attached please find Change Order No. 2 – A Balancing Change Order

Change Order No. 2 is a balancing change order. The original contract was \$713,593.25; Change Order No. 1 & 2 decreased the total contract by (\$34,302.76) for a final contract amount of \$679,290.50, which is a decrease of 4.81 percent.

Please review and consider approval of this change order by signing the attached copies.

<b>Original contract amount</b>	<b>\$713,593.25</b>
Change Order No. 1	\$25,718.06
Change Order No. 2	<u>(\$60,020.82)</u>
Revised contract amount	\$679,290.50

**Suggested Motion: Move to approve the balancing Change Order No. 2 decreasing the contract \$60,020.82 for a final contract amount of \$679,290.50.**

**CHANGE ORDER FORM**

Pg 1 of 5

Change Order No. 2

Date: 7/6/2021

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

OWNER: City of Goshen  
PROJECT NAME: North Main Street Improvements  
PROJECT NUMBER: 2016-0020  
CONTRACTOR: Niblock Excavating, Inc.

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

Line item adjustments to serve as a balancing change order to close the project.

6	Pavement Removal (Note: This balances the line item out)	-150.0 SYD	@ \$5.80	-----	-\$870.00
7	Curb Removal, All Types (Note: This balances the line item out)	-110.0 LFT	@ \$5.00	-----	-\$550.00
8	Approach Pavement Removal, All Types (Note: This balances the line item out)	68 SYD	@ \$5.50	-----	\$374.00
9	Sidewalk Removal (Note: This balances the line item out)	-70.00 SYD	@ \$5.50	-----	-\$385.00
10	Steps Removal, All Types (Note: This balances the line item out)	-3.00 SYD	@ \$25.00	-----	-\$75.00
12	Water Main Removal (Note: This balances the line item out)	-210 LFT	@ \$15.00	-----	-\$3,150.00
18	15 IN PVC Sanitary Sewer, Class SDR 35 (Note: This balances the line item out)	-16 LFT	@ \$70.50	-----	-\$1,128.00
19	Trenchless Sanitary Sewer Pipe Lining, 15 IN (Note: This balances the line item out)	-52 LFT	@ \$200.00	-----	-\$10,400.00
21	4' Dia Storm Sewer Catch Basin, Modified (Note: This balances the line item out)	2 EA	@ \$3,650.00	-----	\$7,300.00
22	Storm Sewer Inlet, Type B-15 (Note: This balances the line item out)	1.0 EA	@ \$2,575.00	-----	\$2,575.00
23	Storm Sewer Pipe, Circular 18 IN PVC (Note: This balances the line item out)	5 LFT	@ \$56.50	-----	\$282.50
24	Storm Sewer Pipe, Circular 12 IN PVC (Note: This balances the line item out)	19.0 LFT	@ \$45.50	-----	\$864.50
				=	-\$5,162.00



## CHANGE ORDER FORM

Pg 2 of 5

Change Order No. 2  
Date: 6/28/2021

25	Storm Sewer Pipe, Circular, 15 IN RCP (Note: This balances the line item out)	-15 LFT	@ \$63.00	-----	-\$945.00
29	16 IN DI Water Main, Class 52 (Note: This balances the line item out)	-20 LFT	@ \$97.50	-----	-\$1,950.00
30	16 IN DI 45 Deg Bend (Note: This balances the line item out)	-2 EA	@ \$1,875.00	-----	-\$3,750.00
35	Water Service Assembly (Note: This balances the line item out)	-2.0 EA	@ \$1,450.00	-----	-\$2,900.00
36	Combined Conc. Curb & Gutter, 2' Wide 6" (Note: This balances the line item out)	-20 LFT	@ \$21.50	-----	-\$430.00
37	9IN PCCP For Drive Approach (Note: This balances the line item out)	-81 SYD	@ \$80.00	-----	-\$6,480.00
38	4 IN Concrete Sidewalk (Note: This balances the line item out)	-199 SYD	@ \$47.00	-----	-\$9,353.00
39	6 IN Pedestrian Crossing Sidewalk (Note: This balances the line item out)	21 SYD	@ \$70.00	-----	\$1,470.00
41	Compacted Aggregate Base, Crushed (Note: This balances the line item out)	403 TON	@ \$41.50	-----	\$16,719.94
42	HMA Base, Type B (Note: This balances the line item out)	-160 TON	@ \$66.00	-----	-\$10,560.00
43	HMA Intermediate, Type B (Note: This balances the line item out)	-42 TON	@ \$76.50	-----	-\$3,213.00
44	HMA Surface, Type B (Note: This balances the line item out)	-36 TON	@ \$94.50	-----	-\$3,402.00
47	Line, Thermoplastic, Solid Yellow, 4 IN (Note: This balances the line item out)	-19 LFT	@ \$1.50	-----	-\$28.50
48	Line, Thermoplastic, Solid White, 4 IN (Note: This balances the line item out)	-20 LFT	@ \$1.50	-----	-\$30.00
49	Line, Thermoplastic, Solid White, 6 IN (Note: This balances the line item out)	-135 LFT	@ \$2.50	-----	-\$337.50
50	Line, Thermoplastic, Solid White, 8 IN (Note: This balances the line item out)	-4.0 LFT	@ \$3.50	-----	-\$14.00
51	Line, Thermoplastic, Solid White, 12 IN (Note: This balances the line item out)	-19 LFT	@ \$10.00	-----	-\$190.00
				=	-\$25,393.07

## CHANGE ORDER FORM

Pg 3 of 5

Change Order No. 2  
Date: 6/28/2021

54	Pavement Marking, Stop Bar Grooved In (Note: This balances the line item out)	30 LFT	@	\$11.50	-----	\$345.00
58	Mulched Seeding Type U (Note: This balances the line item out)	31 SYD	@	\$3.00	-----	\$93.00
62	Well-Draining Granular, Compacted (Note: This balances the line item out)	-680 CYD	@	\$24.50	-----	-\$16,660.00
64	Truncated Dome Detectable Surface (Note: This balances the line item out)	-16 SFT	@	\$125.00	-----	-\$2,000.00
66	Joint Adhesive, Intermediate (Note: This balances the line item out)	-35 LFT	@	\$0.50	-----	-\$17.50
67	Joint Adhesive, Surface (Note: This balances the line item out)	-35 LFT	@	\$0.50	-----	-\$17.50
68	Liquid Asphalt Sealant (Note: This balances the line item out)	-1335 LFT	@	\$0.15	-----	-\$200.25
69	Sanitary Lateral "WYE" Connection (Note: This balances the line item out)	-3 EA	@	\$615.00	-----	-\$1,845.00
70	6 IN Sanitary Sewer Lateral, Class SDR 35 (Note: This balances the line item out)	-203 LFT	@	\$34.00	-----	-\$6,902.00
71	Adjust Casting To Grade (Note: This balances the line item out)	-1 EA	@	\$215.00	-----	-\$215.00
72	Concrete Structure, Core & Boot (Note: This balances the line item out)	3 EA	@	\$1,000.00	-----	\$3,000.00
73	Line, Thermoplastic, Solid Yellow, 8 IN (Note: This balances the line item out)	20 LFT	@	\$3.50	-----	\$70.00
74	Line, Thermoplastic, Solid Yellow, 12 IN (Note: This balances the line item out)	7 LFT	@	\$6.00	-----	\$42.00
75	Flowable Fill, Sewer Pipe (Note: This balances the line item out)	-6 CYD	@	\$400.00	-----	-\$2,400.00
76	Flowable Fill, Sewer Structure (Note: This balances the line item out)	-5 CYD	@	\$300.00	-----	-\$1,500.00
77	Maintenance Of Traffic & Detour (Note: This balances the line item out)	-0.25 LSUM	@	10,250.00	-----	-\$2,562.50
78	Economy Prairie Mulched Seeding (Note: This balances the line item out)	163 SYD	@	\$8.00	-----	\$1,304.00
					=	-\$29,465.75

**Total of Pages 1-3      -\$60,020.82**

## CHANGE ORDER FORM

Pg 4 of 5

Change Order No. 2

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$713,593.25
2. Net ( <del>Addition/Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>1</u>	\$25,718.06
3. Amount of Contract, not including this supplement	\$739,311.31
4. <del>Addition/Reduction</del> to Contract due to this supplement	(\$60,020.82)
5. Amount of Contract, including this supplemental	\$679,290.50
6. Total ( <del>Addition/Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	(\$34,302.76)
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	-4.81%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended/reduced~~ by 0 calendar days, making the final completion date N/A.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as \_\_\_\_\_, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by twenty (20) percent.

**CHANGE ORDER FORM**

Pg. 5 of 5

Change Order No. 2

**RECOMMENDED FOR ACCEPTANCE**



\_\_\_\_\_  
Bryce Gast, PE

**ACCEPTED:** BOARD OF PUBLIC WORKS  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating, Inc.

BY: \_\_\_\_\_  
Signature of authorized representative

\_\_\_\_\_  
Printed

\_\_\_\_\_  
Title



**Engineering Department**  
**CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **NOTICE OF CLOSURE – PLYMOUTH AVE**

DATE: July 2, 2021

---

Plymouth Avenue will be closed the morning of Saturday, July 10<sup>th</sup> for the Kids' and Teens' Triathlon. A permit for the closure has been obtained from the Indiana Department of Transportation. The road will reopen once the event has concluded.

**ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY**

**NOTICE OF CONTINUED HEARING**

June 23, 2021

To: Ron Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

William Davis  
Davis & Roose,  
116 E. Clinton Street  
Goshen, IN 46528

RE: 221 W. Wilden Avenue

At the request of William Davis, Attorney for Ron Davidhizar, the hearing regarding the property located at 221 West Wilden Avenue scheduled for June 28, 2021 has been continued to July 6, 2021 **at 2:00 p.m.** for the purpose of determining compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



---

Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

May 24, 2021

To: Ronald Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

William Davis, Attorney at Law  
DAVIS & ROOSE  
116 E. Clinton St.  
Goshen, IN 46528

RE: Premises at 221 W. Wilden Avenue, Goshen, Indiana

As a person holding a substantial property interest in the real estate at 221 W. Wilden Avenue, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated April 22, 2021 by Carla Newcomer, Paralegal who mailed the Order by certified mail with return receipt requested and by first-class mail on April 22, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on May 24, 2021 to review the April 22, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspector, Travis Eash. Ronald Davihizar and Attorney, William Davis also appear at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and premises at 217 W. Wilden Avenue, Goshen, Indiana now finds that the present condition of the buildings and premises are unsafe because the buildings and premises are in an impaired structural condition that makes it unsafe to a person or property. The premises is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

In particular, the Board finds that the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Windows and exterior doors missing or broken leaving property open and not secured (violation of Section 6.3.1.1(ff)).
2. Paint throughout property is chipping and peeling (violation of Section 6.3.1.1(g)).
3. Holes and cracks in the foundation are compromising the structural strength and weather resistance. (violation of Section 6.3.1.1(b)).
4. The walls within the property are damaged or removed and floors are collapsed or the flooring is missing. (violation of Section 6.3.1.1(b)).



5. The ceiling tile is missing and portions of ceiling has collapsed. Debris and insulation from missing ceiling throughout property (violation of Section 6.3.1.1 (b)).
6. The furnace and duct work are not in working order (violation of Section 6.3.1.3(e)).
7. The electrical wiring has been cut throughout the structure and the electrical panel is damaged from the cut wires (violation of Section 6.3.1.1(x)).
8. The windows and glass sliding door are broken or the glass is missing and there is broken glass inside the dwelling (violation of Section 6.3.1.1. (d)).
9. The garage is open and unsecured and the soffit is collapsing (violation of Section 6.3.1.1. (b)).

You are ordered to mow the yard at the property and dispose of any trash or debris in the yard on or before June 7, 2021.

Further you are ordered to repair or replace any broken windows or doors on the premises and repair or replace any damaged siding or soffit on the house or garage on or before June 21, 2021.

You are ordered to obtain any necessary permits for work performed on the premises and have inspections done accordingly.

The Board of Public Works and Safety otherwise AFFIRMS the original Order of the City of Goshen Building Department and continues this matter to **Monday, June 21, 2021** to determine compliance with the orders of the Board of Public Works and Safety and to enter further orders consistent with the Board of Public Works and Safety's findings.


In the event that you fail to comply with this Order, the City of Goshen will take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

In the event that you fail to comply with this Order, the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on May 25, 2021.

City of Goshen Board of Public Works and Safety

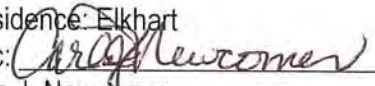
  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF ELKHART        )

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on May 25, 2021.

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



County of residence: Elkhart  
Notary Public:   
Printed: Carla J. Newcomer  
My commission expires: June 22, 2025

This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3854.

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

**CERTIFICATE OF SERVICE**

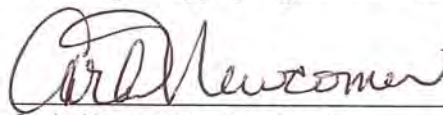
The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated May 24, 2021 for the premises at 221 N. Williams Goshen, Indiana, was served upon:

Ronald Davidhizar  
203 Middlebury Street  
Goshen, IN 46528

William Davis  
Davis & Roose  
116 E. Clinton St.  
Goshen, IN 46528

on May 25, 2021.

Sending a copy by registered or certified mail to the residence, place of business, or employment of the person to be notified, with return receipt requested and sending a copy by regular first-class mail to the last known address of the person to be notified.

  
\_\_\_\_\_  
Carla Newcomer, Paralegal  
City of Goshen Legal Department