



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

Regular Meeting Agenda

**2:00 p.m. September 7, 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: August 30, 2021

Approval of Agenda

- 1) Agreement with Crossroads Ambulance
- 2) Request to Close Alley 141 at Lincoln Avenue between Main and 5<sup>th</sup> Street
- 3) Extension of Lane Closures-Eisenhower Drive North & South (JN 2020-0013)
- 4) Recommendation of Acceptance-Kercher Road Phase I (JN 2012-0016)
- 5) Surf Broadband Right-of-Way Permit StopWork Order (JN RWPermit-2021-1386)
- 6) College Avenue Road Closure (JN 2016-0021)
- 7) Pickwick Manor Speed Limit Sign Request
- 8) School Zone Signs at Intermediate School
- 9) Traffic Issues in the Gardens
- 10) Agreement for Backflow Preventer Inspections

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



## **MINUTES of Aug. 30, 2021 Regular Meeting**

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

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

**Present:** Member Chair (Mayor) Jeremy Stutsman, Mike Landis (acting chair), Member Mary Nichols, Member Barb Swartley, Member DeWayne Riouse

**Call to Order:** Mayor Stutsman called the meeting to order at 2 p.m.

**Review/approval of Minutes:** The minutes of the Aug. 23, 2021 Board of Works meeting were presented. **Board of Works Member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board of Works Member Mary Nichols. Motion passed 5-0.**

**Review/approval of Agenda:** Chair Stutsman presented the agenda to the Board and added a new agenda item (moved to #2) – the review of an open bid for new city vehicles. **Riouse moved to approve the revised agenda and the motion was seconded by Nichols. Motion passed 5-0.**

#### **1. Life-saving award presentation to Goshen Fire and Goshen Police personnel**

Goshen Fire Department Chief Danny Sink reported that on July 28, 2021, Lt. Shane McKerchie, Sgt. Winston Lechlitner, Sgt. Jon Weishaupt and Firefighter Matt Stamm responded to a report of 1-year-old male choking and unresponsive. Upon arrival the crew found the child in the care of GPD Officer Stu Smith. The child was immediately moved to the ambulance for resuscitative care. Chief Sink said that due to the exemplary, rapid and appropriate critical care provided by the crew, the child arrived at the hospital breathing on his own and care was turned over to the Emergency Department staff. Chief Sink said the response of the GPD and GFD is a testament to teamwork at its best in the City of Goshen. Chief Sink thanked and gave awards to his employees for their actions.

Goshen Police Chief José D. Miller and Patrol Division Chief Mario Mora also thanked and praised GPD Officer Stu Smith for his actions to help the 1-year-old boy who was choking on food when the officer arrived. Officer Smith was also given an award.

Mayor Stutsman thanked the city staff members for their actions.

#### **2. Open bid unsealing: For five vehicles for the Goshen Police Department**

Mayor Stutsman announced and then unsealed a bid for five new vehicles for the Goshen Police Department. The bid was for five 2022 Police Interceptor Utility AWD vehicles. By today's deadline only one bid had been received. Mayor Stutsman announced that Eby Ford submitted a bid of \$207,959.50.



**Stutsman/Nichols moved to refer the bid to the Legal Department for review. Motion passed 5-0.**

**3. Street closure requests for 23rd annual Riding to Remember event on Sept. 12 (Mary Anne Ballard)**

Mary Anne Ballard, representing the Blue Knights IN VIII Law Enforcement Motorcycle Club, requested street closures, traffic control and designated no parking areas for the 23<sup>rd</sup> Annual Riding to Remember Police, Firefighter and Veteran Charity Ride on Sunday, Sept. 12, 2021. This event is a 72-mile police escorted ride arriving in Goshen about 1:40 p.m. on Sept. 12 with an estimated 1,000 motorcycles in attendance. The ride will enter Goshen from the south on State Road 15 (Main Street), turning east on 5th Street, transitioning north on 5th Street. The procession will stop at Lincoln Avenue where riders will park and dismount (30 minutes). The participants will walk to the area in front of Goshen Police Department for a memorial service (2:10 p.m.) that will last about 30 minutes. Upon conclusion of the memorial service, participants will re-mount their motorcycles (20 minutes) for the remainder of the event (3 PM). The ride will exit the city of Goshen travelling west on Lincoln Avenue, north on North 3rd Street.

Ballard requested: Traffic control for inbound participants at all intersections from the southern Goshen city limits to Lincoln Avenue on State Road 15 (Main Street); traffic control and a street closure (NO PARKING POLICE ORDER SIGNAGE) and motorcycle parking only on 5th Street north of East Madison Street to Lincoln Avenue, with motorcycles arriving at approximately 1:40 p.m. and overflow parking on 5th Street, south of East Madison Street to Purl Street; traffic control and road closure (NO PARKING POLICE ORDER SIGNAGE) at the memorial venue (Goshen Police Department) on East Jefferson Street between South Main Street and 5th Street (100 block of east Jefferson Street); and for outbound participants, traffic control and road closure at all intersections leaving Goshen west on Lincoln Avenue and turning north on North 3rd Street (SR 15) until all riders exit the northern city limits.

Mayor Stutsman asked Chief José D. Miller if the Police Department would be able to block all street intersections as requested. Chief Miller said he would be concerned if all intersections had to be blocked during the procession. However, Miller said an escort could be arranged – as with other processions – so that traffic at intersections could be controlled until the riders begin to pass through intersections. Chief Miller said he would work with organizers to work out an acceptable system. Mayor Stutsman said he would support the request on the condition that organizers work with the Police Department to safely accommodate the riders. Mayor Stutsman asked if David Gibbs, Street Commissioner, had any concerns on behalf of the Street Department. Gibbs said he did not.

**Riouse/Nichols moved to approve the requested street closures, traffic control and designated no parking areas for the 23rd Annual Riding to Remember Police, Firefighter and Veteran Charity Ride on Sept. 12, 2021 contingent on organizers working out safety issues with the Police Department. Motion passed 5-0.**

**4. Request to close alley for a Pizzeria Venturi event (Stacy Dechnik)**

Stacy Dechnik, Business Manager for Pizzeria Venturi, requested closure of the alley between 119 East Lincoln Avenue and 113 East Lincoln Avenue (with the connecting streets of Clinton and Lincoln) from noon until midnight for an event on Sept. 25, 2021. Although the event will end at 11 p.m., closure was requested until midnight to allow time for tear down and clean up. Dechnik said the business owners that regularly use the alley had no objections to the request. Mayor Stutsman asked if any city departments had any concerns about the request. None did.



**Landis/Nichols/Swartley moved to approve the request to close the alley between 119 East Lincoln Avenue and 113 East Lincoln Avenue from noon until midnight for an event on Sept. 25, 2021. Motion passed 5-0.**

**5. Request for parking and partial street closure on Aug. 31 (Adam Scharf)**

Adam Scharf of Rethinking Buildings, LLC requested the closure of three parking spaces (all day) and the northernmost lane of westbound traffic (only while crane is present) in front of 109/111 East Lincoln Avenue on Tuesday, Aug. 31. Scharf said a crane will be positioned at that location to place mechanical equipment on the roofs. Outriggers for the crane will extend onto structurally sound locations on the sidewalk and in the northernmost traffic lane while the job is completed. Work should take less than one hour. Scharf indicated workers can provide traffic cones, or if other more substantial barriers are appropriate, he would request the use of Street Department traffic control items. Mayor Stutsman asked the Street Department to work with Scharf to accommodate the request.

**Riouse/Nichols moved to approve the request for the closure of three parking spaces (all day) and the northernmost lane of westbound traffic (only while crane is present) in front of 109/111 East Lincoln Avenue on Tuesday, Aug. 31. Motion passed 5-0.**

**6. Police Department: Conditional employment offer to David Michael Stump as probationary patrol officer**

On behalf of the Police Department, Carla Newcomer, a paralegal with the city Legal Department recommended that the Board of Works & Safety extend a conditional offer of employment to David Michael Stump, as well as approve and authorize the Mayor to execute a Conditional Offer of Employment Agreement. The agreement, which was included with the Board packet, set forth the conditions that Stump must meet prior to beginning employment with the Police Department as a probationary patrol officer, and requires Stump to successfully complete all training requirements once employed. The Police Department will request that the Board confirm the offer of employment when a position opening becomes available in the Department.

**Riouse/Nichols moved to extend a conditional offer of employment to David Michael Stump as a probationary patrol officer and to approve and authorize Mayor Stutsman to execute the Conditional Offer of Employment Agreement with Stump. Motion passed 5-0.**

**7. Police Department: Resignation of Lt. Lloyd C. Waddell**

Goshen Police Chief Jose Miller requested that the Board of Public Works and Safety approve the resignation of Lt. Lloyd C. Waddell, effective Sept. 7, 2021. Miller said Lt. Waddell has accepted a position with the Nappanee Police Department. Miller said Lt. Waddell advised that he is grateful for the experience and knowledge he received while working at the Goshen Police Department. However, Lt. Waddell said this move is in the best interest of his family. Miller also said Lt. Waddell and his experience will be missed. Chief Miller said Lt. Waddell has served in various supervisory positions as well as one of the department instructors. Lt. Waddell's letter of resignation was included in the Board packet. Mayor Stutsman expressed appreciation for Lt. Waddell's service.

**Riouse/Nichols moved to approve the resignation of Lt. Lloyd C. Waddell, effective Sept. 7, 2021. Motion passed 5-0.**



### **8. Rock Run Creek Improvements Balancing Change Order (JN: 2019-0025C)**

Director of Public Works Dustin Sailor asked the Board to approve and authorize the Mayor to sign the Balancing Change Order attached to the agenda packet for \$16,553.21, with no change to the schedule, for the Rock Run Sewer Improvements Project. Sailor indicated that Selge Construction has completed all process work for the project. The change order was described in the agenda packet. In summary, Sailor said the change order is for a cost increase of \$16,553.21, which raises the total project cost to \$1,745,289.81. Sailor said this is the only change order for the project and is an increase of only 1 percent. He said the Engineering Department recommended approval.

Board member Mike Landis said that a change order in the amount of only 1 percent for a project this large was to be commended. Landis asked the reason for the six foot to seven foot manhole change. Sailor said there was a need for a larger sidewall to allow the pipe to enter the structure. Sailor also said the project has gone well.

**Riouse/Nichols moved to approve and authorize the Mayor to sign the Balancing Change Order and increase the project cost from \$16,553.21 to \$1,745,289.81 (increase of \$16,553.21) for the Rock Run Sewer Improvements Project. Motion passed 5-0.**

### **9. Resolution authorizing the execution of lease/purchase agreement**

Carla Newcomer, a paralegal with the city Legal Department, requested approval of Resolution 2021-21 Authorizing the Execution of a Master Equipment Lease/Purchase Agreement and approval and authorization for the Mayor to execute the Master Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. including all accompanying documents. Newcomer indicated City Utilities is purchasing a new combination sewer truck for \$486,155.00 and wishes to finance \$401,755.00 through U.S. Bancorp Government Leasing and Finance, Inc. The Lease/Purchase Agreement is for five annual payments of \$83,245.58 at an interest rate of 1.53% with the first payment due Jan. 9, 2022.

**Riouse/Nichols moved to approve Resolution 2021-21 Authorizing the Execution of a Master Equipment Lease/Purchase Agreement and approval and authorization for the Mayor to execute the Master Lease/Purchase Agreement with U.S. Bancorp Government Leasing and Finance, Inc. including all accompanying documents. Motion passed 5-0.**

### **10. Reschedule Sept. 6 Board of Works, Safety and Stormwater Board to Sept. 7 because of city holiday (Labor Day)**

Mayor Stutsman indicated that because of a city holiday (Labor Day), the Board of Works, Safety and Stormwater Board cannot meet on Monday, Sept. 6. He announced that the meeting be rescheduled to Tuesday, Sept. 7.

**Privilege of the Floor:** No one asked to speak



### **Board of Public Works and Safety Order: 309 E. Plymouth Avenue**

Mayor Stutsman opened a hearing on Board of Public Works and Safety Order: 309 E. Plymouth Avenue.

As indicated in the order, as a person holding a substantial property interest in the real estate at 308 E. Plymouth Avenue, Goshen, Indiana, Cecil Bontrager was served with an Order of the City of Goshen Building Department dated May 17, 2021 by Carla Newcomer. Paralegal, who mailed the Order by certified mail with return receipt requested and by first class mail on May 20, 2021. This matter came for a hearing before the Board of Public Works and Safety on July 12, 2021 to review the May 17, 2021 Order of the Board of Public Works and Safety. The City of Goshen Building Department appeared by Building Inspectors Travis Eash. Cecil Bontrager was also present.

At the hearing, evidence was presented and arguments heard. The Board of Public Works and Safety, being duly advised of the condition of the buildings and/or premises at 308 E. Plymouth Ave, continued the hearing to Aug. 30, 2021 at 2:00 p.m. relative to whether the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or persons, and /or whether the property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

After opening the hearing (on Aug. 30), Mayor Stutsman asked if the Building Department had a positive update. Code Enforcement Officer Travis Eash responded that he did. Eash said that earlier in the day he re-inspected 303 E. Plymouth Ave. He said the owner provided documentation from Moreno Roofing which indicated that the roof has an 8-10-year lifespan remaining. Eash said he called Moreno Roofing, which confirmed the assessment. Eash said an electrical permit was pulled two or three weeks ago for the electrical panel that was installed and has passed inspection from the Building Department. Eash said the plumbing has been assessed and improved by a licensed plumber. Eash said the drywall and painting have been done to a satisfactory level. Eash said the only remaining item that needs to be addressed is the furnace. Eash said the owner has agreed to make progress to replacing the furnace within a month. Eash said he told the owner he did not need to be present for today's hearing.

In response to Mayor Stutsman's request for a recommendation for next steps, City Attorney Bodie Stegelmann recommended that the hearing be continued for 30 days to allow the remaining work to be completed.

**Stutsman/Nichols moved continue the public hearing on Board of Public Works and Safety Order: 309 E. Plymouth Avenue for 30 days. Passed 5-0.**

Mayor Stutsman closed the hearing on Board of Public Works and Safety Order: 309 E. Plymouth Avenue.

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

**Mayor Stutsman declared the meeting adjourned at 2:26 p.m.**



**MINUTES APPROVED**

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

**ATTEST**

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Richard R. Aguirre, Clerk-Treasurer





**CITY OF GOSHEN LEGAL DEPARTMENT**

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

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

To: The Board of Public Works & Safety  
From: Bodie J. Stegelmann  
Date: September 7, 2021  
Subject: Agreement with Crossroads Ambulance.

The City seeks to pay for the remount by Crossroad Ambulance Sales and Service, LLC of the Medic 1 box from a Goshen Fire Department ambulance previously damaged by fire to a recently purchased 2019 International CV 515 chassis. The cost of the remount is \$77,480.00 which includes the trade-in allowance of \$3,000.00 for the 2012 Freightliner M2 fire damaged chassis.

**Suggested Motion:** To adopt Resolution 2021-22 and approve an Agreement with Crossroads Ambulance to mount the Medic 1 Box on a 2019 International CV515 SFA ambulance chassis at a cost of \$77,480.00.

## RESOLUTION 2021-22

### AUTHORIZATION FOR REMOUNT OF AMBULANCE CHASSIS

WHEREAS, recently the City of Goshen Fire Department's Medic 1 front line ambulance experienced a battery fire and was deemed a total loss by the City's insurance carrier.

WHEREAS, the City of Goshen Central Garage salvaged the "box" of Medic 1 for possible re-use.

WHEREAS, with two of Goshen Fire Department's 3 front line ambulances have been disabled, the Department has been relying on spare units (1 model year 2006 with 168,000 miles and 13,000 hours and 1 model year 2003 with 158,000 miles and 16,000 hours), which are well past their useful lives as front line ambulances and subject to failure at any time.

WHEREAS, the City of Goshen Central Garage located and purchased an available chassis on which the "box" from the Fire Department's Medic 1 can be mounted.

WHEREAS, Crossroad Ambulance Sales and Service, LLC is available to mount the box from Medic-1 to the 2019 International CV515 SFA (CV515) ambulance chassis for Seventy-Seven Thousand Four Hundred Eight Dollars (\$77,480.00), including taking the 2021 Freightliner M2 fire damaged chassis in trade in, with anticipated work to be completed in October, 2021, or sooner.

WHEREAS, delivery of a new ambulance, if ordered currently, would not occur until early 2023, at the earliest.

WHEREAS, the charges for the new chassis and mounting the box from Medic 1 will be approximately \$100,000 less than the cost of a new ambulance.

NOW, THEREFORE, BE IT RESOLVED that:

1. The Goshen Board of Public Works and Safety finds that emergency conditions exist under I.C. § 5-22-10-4, as a threat to public health, welfare, or safety exists due to reliance on old and undependable ambulances by City of Goshen Fire Department for ordinary emergency calls.

2. The Goshen Board of Public Works and Safety finds that the remount of the box from Medic 1 on to the 2019 International CV515 SFA (CV515) ambulance chassis will result in a substantial savings to the City of Goshen under I.C. § 5-22-10-5 as compared to the purchase of a new ambulance.

3. The Goshen Board of Public Works and Safety approves and authorizes the Mayor to sign an agreement with Crossroads Ambulance Sales and Service, LLC to remount the box from Medic 1 on to the 2019 International CV515 SFA (CV515) ambulance chassis.

4. The contract records for the remount of Medic 1 box onto the ambulance chassis authorized by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on September 7, 2021.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member

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DeWayne Riouse, Member

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Barb Swartley



**Goshen Fire Department  
Customer Supplied International CV 4x4  
2012 McCoy Miller**

8/24/2021

**Chassis**

Customer Supplied International CV 4x4

Vehicle Tear Down

Vehicle Remount

Front End Alignment

Install custom battery box under driver's side step cover and install step cover and DEF tank cover on passenger side

**Module Body Exterior**

Base Remount a Type I Modular Body to a same Type I Configuration. Includes modification to chassis, all

---Mounting pucks and hardware

---Accordion boot

---.25" Steel outriggers

Install New Right Hand Rotary Latches on Entry Doors Only

Install New Left Hand Rotary Latches on Entry Doors Only

Striker Stud 1/2" Diameter 3/16-16 for entry doors only

Inspect and reuse compartment exterior door handles

Inspect and reuse compartment door struts and replace as needed

Test and reuse compartment lights

New Black Rubber Fenderettes

Rubber Rubrails - 10' Sticks

New Mud flaps

All Compartments to be Checked for Proper Draining & Venting

Remove & Polish all Stainless Door Hinges. Reinstall w/ 3M Corrosion Barrier Between Hinge/Door & Hinge/Body

Install New Drip Rails

New Heavy Duty Rear Bumper Steel Sub-Frame w/Aluminum Diamond Plate Bumper Pods and Punched Surfaced Flip-up Step

New Cast Products License Plate Bezel w/ LED Top Lights

New Cast Products Door Grabbers

Clean & Reuse Module Windows

New Door Seal

Polish and Reuse Chrome Exterior Cowl Vents

New Cast Fuel Fill Bezel w/ Stainless Steel Spillway

Buff and Reuse all Compartment Door Liners

Install new thresholds on all exterior compartments when module is repainted

Remove, Polish, and reuse ADP Stoneguards, Corner Guards, Rear Kickplate, tow eyes and boxes.

### **Paint**

Paint and corrosion repair from beltline down on side walls  
Touch up and buff from beltline up on side walls  
Paint and corrosion repair front panel  
Paint and corrosion repair rear panel and rear doors  
Complete two tone chassis repaint - black over red from a pillars and b pillars up to match existing paint scheme.  
Use black and red to match existing colors

### **Heat/AC**

EVAC and recharge HVAC System - External - roof top condenser

### **Electrical**

Test & Reuse Current Electrical System Customer will be notified of any found issues  
Inspect and Replace Magnetic Door Switches as Necessary  
275 Amp Solid State Battery Disconnect, In Power  
Digital Volt/Amp Meter  
Current Sensor  
High Idle Throttle Intermotive  
Fuse Holder - 6 Gang Distribution Block  
3/8 Terminal Stud Black  
3/8 Terminal Stud Red  
Hidden Door Lock Switch - installed in grill area  
Watertight Block Heater Plug  
Test and reuse existing shoreline  
New Vanner Lifestar Inverter/Charger w/ LSIR Inverter and LSCR Charger Panels  
Test and Reuse Sirens - Customer Will Be Notified of Any Issues  
Federal Signal BP-200EF Siren speakers - install through bumper wings with "EF" plates remove OEM driving lights to install speakers  
New Back-up Alarm w/ Cancel Switch  
New .125 Alum. Line-X Console w/map box & cup holders  
Test and reuse Air Horn System and hook up to new chassis air horns.  
Refurbish 3 weldon VMUX screens - 2 push button and 1 touch screen  
Provide and Install New Conversion Harnesses into the Chassis  
Install Customer Supplied MDT Mount. (Secured side of or top of console depending on mount used) Provide proper support backing. (Customer to Direct which MDT Mou

### **Department 2 Way Radio's**

Reinstall Department Radios to existing locations  
2 antennas on module roof - Pre-Emption device and radio  
2 antennas on cab roof -  
Transfer headset and computer equipment  
Hardwire any 12V computer equipment to eliminate excessive need for 12V cigarette lighter style chargers

### **D.O.T / Emergency Warning Lights**

Polish and Reuse all warning, scene, & DOT Lights  
Aluminum Grille light plates to mount the M7 Grille lights on the grille, Painted Black

### **Module Interior**

USB Dual Port - (1) Center Console  
(2) Cup Holders - Two Tier 3" Black  
(2) Havis Arm Rest - Side Mount  
Inspect all Cabinet Walls, Cabinet Hardware for Missing Screws and Rivets, Adjust and Replace as Necessary

New Stainless Thresholds on Rear & Side Entry w/ Grip Tape  
Reuse Existing Dome Customer will be notified of any found issue  
EVS 3-Point Seat Belt Attendant Seat w/Child Safety Seat - Desert Rose  
EVS 2-position swivel base  
Vinyl cushions - Desert Rose (2)  
Clean and Reuse Existing Vinyl, Includes all Vinyl Trim, Seat Cushions, Back Rests, etc.  
Clean and Reuse Current Counter Tops  
Clean and reuse existing flooring  
Overlay wall under Medvault with brushed stainless steel.  
Rework rear radio/Medvault area to make radios fit  
Install new customer supplied Medvault  
Install plexi glass sliding window on the cab side of the cab to module Pass-Through.

### **Medical Equipment**

Test Oxygen System and repair any found leaks  
Test Suction System and repair any found leaks  
Transfer Customer Powerload System INTERIOR  
Transfer push button safe to new chassis

### **Predelivery Testing and Prep**

30 mile Road Test  
Grade A Clean & Detail Entire Unit  
Test & Recertify all Systems. Weigh & Apply KKK Weights, CAAS, Chassis End Stage, and Paint Stickers.  
Install No Smoking & Fasten Seat Belt Signage - No Smoking Sign  
Install No Smoking & Fasten Seat Belt Signage - Fasten Seat Belt Sign  
Fill with Fuel & DEF

### **Graphics**

Graphics and Lettering to match newest Ambulance - customer will supply files and drawings  
Removal of graphics to have ready for body and paint work.  
8" white reflective printed "Z" stripe produced and installed  
2) 1" black reflective pin-stripes installed  
1/2" 22KT real sign gold large engine turn(at paint break only) installed  
Full Rear flag graphic, custom printed on reflective produced and installed  
Lettering, SOL's and Maltese' produced and installed

(Lettering quoted as two color non-reflective and 22KT real sign gold large engine turn.)

\*\*Price above does NOT include interior chevrons on any of the entry or compartment doors.

Quote was done based on the information given. If any changes or additions are made, we will need to review them and possibly re-quote the job.

We will need better/higher resolution images of the side wall logos.

We will need the vector artwork for the rear flag graphic. If not available, we will attempt to recreate it but it will NOT be an exact match.

\$ (3,000.00) Chassis Trade In Value (**Title Required When Unit Brought to Our Facility**)

\$ **77,480.00** **Total**

# CONTRACT

GFD Medic 921

THIS AGREEMENT, made by and between Crossroads Ambulance Sales & Service, LLC, 52886 State Road 13, Middlebury, IN, 46540 first party and

The City of Goshen, Goshen, Indiana by its authorized representative, second party

WITNESSETH:

**First.** The said first party hereby agrees to furnish a new chassis and customers remounted/refurbished ambulance, hereafter referred to as ambulance and equipment according to the specifications hereto attached and made a part of this contract and to deliver the same as hereinafter provided.

**Second.** The first party agrees that all material and workmanship in and about said ambulances and equipment shall comply with said specifications. In the event there is any conflict between Customer Specifications and the Crossroads Proposal, the Crossroads Proposal will prevail. The standard Warranty will apply.

**Third.** This contract for a remounted ambulance conforms to all Federal Department of Transportation (DOT) rules and regulations in effect at the time of contract signing, and with all Federal KKK-1822-F specifications as published at the time of contract signing, except as modified by customer specifications. Any increased costs incurred by the first party because of future changes in or additions to said DOT or Federal KKK-1822-F specifications will be passed along to the customer as an addition to the price set forth below. A written notification of any such cost increases will be given to the second party for approval.

**Fourth.** The said ambulance and equipment shall be ready for delivery from Middlebury, Indiana, within about 90 days from September 27, 2021. Delays due to strikes, acts of God preventing production, failure to obtain material, or other causes beyond its control not preventing, shall be ready for pick up by the second party in Middlebury, IN or as otherwise agreed upon.

**Fifth.** A competent sales representative shall upon request, be furnished by the first party to demonstrate said ambulance for second party and to give its employees the necessary instructions in the operation and handling of said ambulance.

**Sixth.** The second party hereby purchases and agrees to pay for the remount of one (1) customer supplied McCoy Miller ambulance on to a customer supplied 2019 International CV chassis per the detailed quotation, the sum of seventy-seven thousand, four hundred and eighty dollars (\$77,480.00). Priced includes a trade allowance of \$3,000.00 for 2012 Freightliner M2 takeoff, fire damaged chassis. Any changes or deviations from the Original Bid will result in a change of this Contracted price.

Payment shall be made directly to first party at its Middlebury, Indiana office. Under no circumstances shall payment be made to any other party except Crossroads Ambulance Sales & Service, LLC. Any representation that payment is authorized to be made to another party is in violation of this agreement.

Net payment is due within 45 days of acceptance of said ambulance and invoice to Crossroads Ambulance Sales & Service, LLC, Middlebury, Indiana unless otherwise specified herein. If deferred payment arrangements are made, such arrangements shall be in writing, and second party's obligation thereunder shall be evidenced by negotiable paper.

If more than one ambulance is covered by this contract, the above terms of payment shall apply to each ambulance, and an invoice covering each ambulance shall be rendered in the proper amount.



**Crossroads Ambulance  
Sales & Service, LLC**  
52886 State Road 13, Middlebury, IN 46540

# CONTRACT

**Seventh.** In case the second party desires to test the ambulance, such test shall be made within ten (10) days after arrival at destination. A written report of such test forthwith shall be delivered to the first party at its principal office in Elkhart, Indiana. If no such test be made, or if no such report be made by the second party within ten (10) days after arrival, then said ambulance and equipment shall be considered as fully complying with contract specifications.

**Eighth.** This contract to be binding must be signed and approved by an office of Crossroads Ambulance Sales & Service, LLC, or someone authorized by it to do so. This contract and specifications take precedence over all previous negotiations and no representations are considered as entering into this contract except as are contained herein or in the specifications attached hereto. This contract cannot be altered or modified except by mutual agreement signed by the parties.

IN WITNESS WHEREOF, the said parties have caused these presents to be executed and the second party has caused its seal to be affixed, and attested by its authorized representatives on this 27<sup>th</sup> day of August, 2021.

The City of Goshen, Indiana;

By \_\_\_\_\_ (Signature)

CROSSROADS AMBULANCE SALES & SERVICE, LLC  
By Dean Martin.

\_\_\_\_\_  
Date of Acceptance: \_\_\_\_\_, 2021



**Crossroads Ambulance  
Sales & Service, LLC**  
52886 State Road 13, Middlebury, IN 46540





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **COREBORE, LLC – ELKHART COUNTY FIBER OPTIC CONDUIT  
INSTALLATION ALONG LINCOLN AVENUE**

DATE: September 07, 2021

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CoreBore, LLC on behalf of Elkhart County is requesting permission to close the alley (alley 141) at Lincoln Ave. between Main Street and 5<sup>th</sup> Street. The contractor will be potholing existing utilities at the alley prior to boring the new fiber conduit. The existing pavement will be removed and restored during the closure. Current MUTCD traffic control standards are to be used. The sidewalk across the alley will remain open for the public. See attached location map provided by CoreBore, LLC.

**Requested Motion: Approve alley closure, see attached location map, beginning September 8, 2021 through September 10, 2021.**

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

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Jeremy Stutsman, Mayor

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Mary Nichols, Member

---

Michael Landis, Member

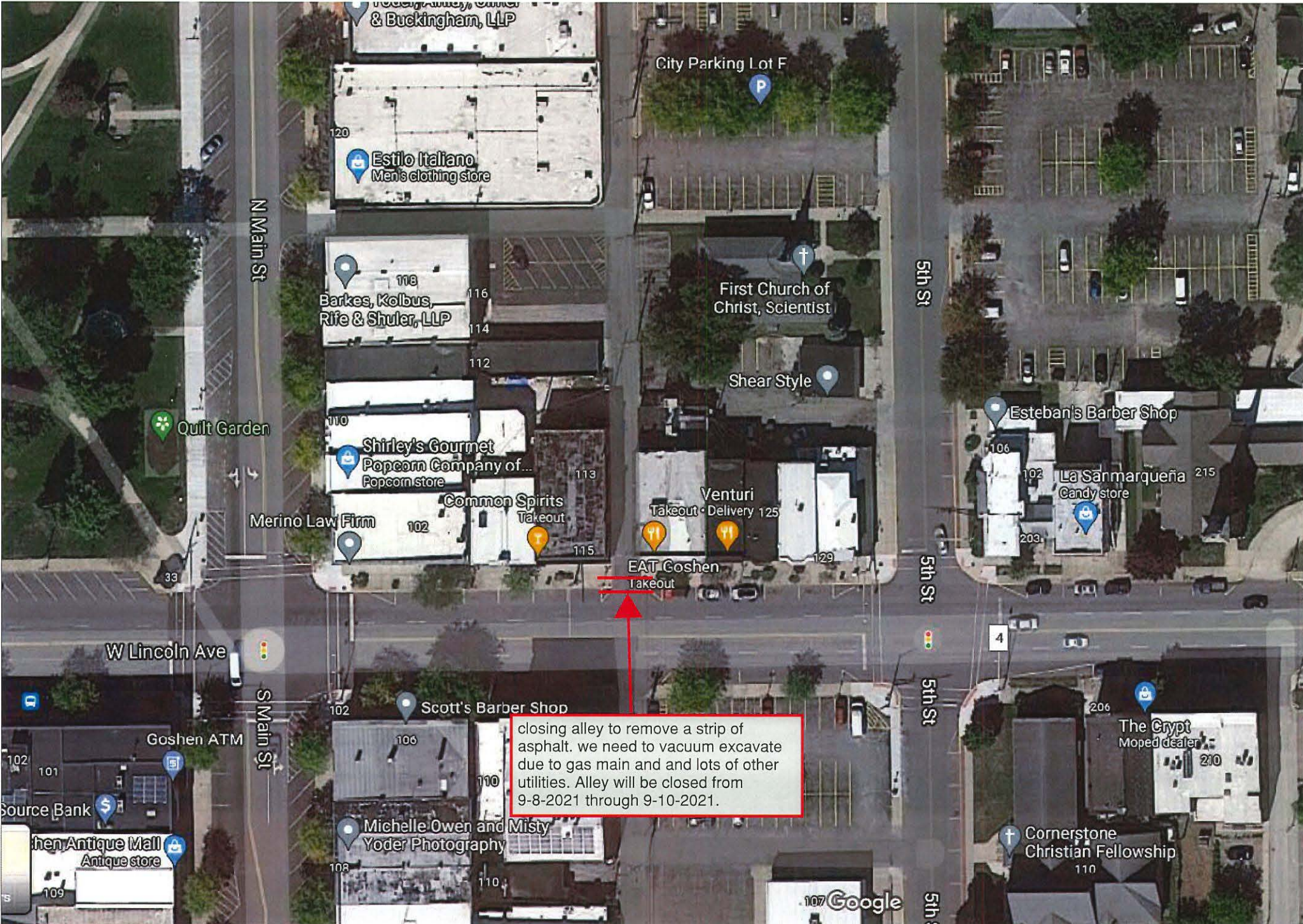
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DeWayne Riouse, Member

---

Barb Swartley, Member





closing alley to remove a strip of asphalt. we need to vacuum excavate due to gas main and and lots of other utilities. Alley will be closed from 9-8-2021 through 9-10-2021.





**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: **EISENHOWER DRIVE – NORTH & SOUTH: EXTENSION OF LANE CLOSURES AND ONE-WAY TRAFFIC (JN: 2020-0013)**

DATE: September 7, 2021

---

Phend & Brown has requested permission to extend lane closures along Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until Friday, September 17, 2021. Traffic will continue to be detoured in one direction, traveling from south to north around the Eisenhower Drive loop.

Phend & Brown is requesting this extension in order to safely complete final surface paving and adjustment of sanitary manhole and storm castings.

**Requested motion: Move to approve the extension of lane closures on Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until September 17, 2021.**

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

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

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

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

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

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



**Engineering Department  
CITY OF GOSHEN**

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## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **KERCHER ROAD – RAILROAD TO DIERDORFF  
PROJECT NO. 2012-0016**

DATE: September 3, 2021

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The Engineering Department requests that the Board authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to INDOT. The contract is sufficiently complete and this form is required to close out the project. The Engineering Department has reviewed the project and has endorsed the Recommendation for Acceptance.

Thank you for your consideration of this request.

**Requested Motion: Authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to INDOT.**





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CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** Board of Works and Safety and Stormwater Board

**FROM:** Dustin Sailor, P.E., Director of Public Works

**RE:** **SURF BROADBAND, DIRECT LINE – RIGHT-OF-WAY PERMIT STOPWORK ORDER (JN: RW PERMIT – 2021-1386)**

**DATE:** September 7, 2021

---

Surf Broadband, utilizing Direct Line Communications, Inc. as their contractor, has pulled multiple right-of-way permits throughout the City to install fiber communication infrastructure. Direct Line has subcontracted the work to installers and Direct Line has overseen both permitting and supervision of the installers.

In late fall 2020 and early winter 2021, damages to City infrastructure were experienced as a result of the installers' work. In early spring, as the snow melted, the City received numerous complaints from property owners due to poor restoration of the right-of-way. Through the summer of 2021, utility damage has continued to occur and improper traffic control has been observed.

In the most recent meeting with Direct Line, Goshen Engineering advised Direct Line that if their installers continued to ignore the condition of their permit, a stop work order, pursuant to Ordinance 3659, would be issued.

On Wednesday, September 1, Direct Line's installer was placing fiber along VanGilst Drive and hit at water service at 1042 VanGilst Drive. Upon investigation, City staff found:

- 1.) The installer was deeper with their installation than was typical and the public utilities (i.e., water and sewer) along the bore path were not potholed as required
- 2.) The installer was placing the fiber conduit outside of the public right-of-way
- 3.) The installer had damaged the pavement surface on VanGilst Drive with their equipment

This is the first time in 18 years that Engineering staff is aware that a stop work order has been issued for a right-of-way permit. Staff believes they have made every effort to work with Direct Line to address the repeated right-of-way permit issues, and Staff is seeking the Board's assistance in establishing agreed upon installation guidelines for Direct Line prior to lifting the stop work order.

**Requested Motion:** There is not a requested motion at the time of this memo. **Suggested motions will be provided at the meeting on Tuesday, September 7.**



Engineering Department  
CITY OF GOSHEN

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **COLLEGE AVENUE ROAD CLOSURE EAST OF LINCOLNWAY EAST /  
US 33 (JN: 2016-0021)**

DATE: September 7, 2021

---

Phend & Brown is planning to close College Avenue between Lincolnway East / US 33 and Oak Lane on Saturday, September 11, 2021 due to rain preventing their work on Saturday, August 7 and the discovery of an underground conflict on Saturday, August 14. If weather prevents work on September 11, Phend & Brown plans to complete work under the same closure on Saturday, September 18.

The road closure is part of the US 33 & College Avenue intersection widening project. Work is being performed under a weekend closure to provide safer conditions for construction crews and avoid flagging weekday traffic on College Avenue, east of US 33.

College Avenue will be re-opened at the end of each day, and access will be maintained to residential properties and businesses within the closure. Required traffic controls will be utilized. The detour plan is attached again, for reference.



COLLEGE AVENUE CLOSED

OAK LANE

COLLEGE AVENUE

LINCOLNWAY EAST / US 33

CENTURY DRIVE

EISENHOWER DRIVE NORTH

COLLEGE AVENUE CLOSED, EAST OF US 33 TO OAK LANE  
SATURDAY, 9/11 (SATURDAY, 9/18, IF WEATHER DELAYS)

DAYTIME CLOSURES ONLY  
ACCESS TO BUSINESSES AND HOMES WILL BE MAINTAINED

DETOUR ROUTE (  ):  
USE CENTURY DRIVE AND EISENHOWER DRIVE NORTH





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **PICKWICK MANOR SPEED LIMIT SIGN REQUEST**

DATE: September 3, 2021

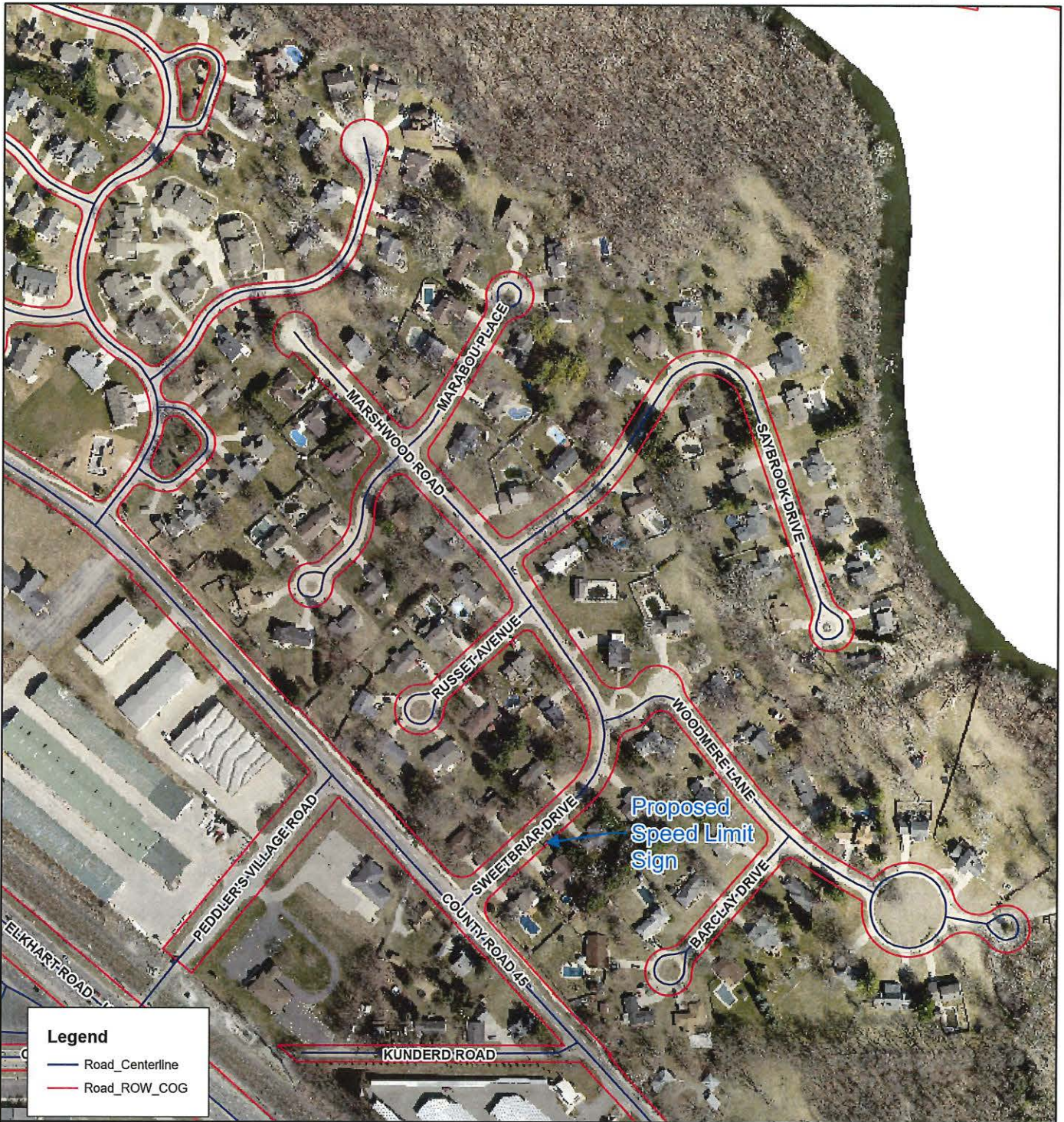
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Engineering has received complaints about speeding from several residents of Pickwick Manor. They are requesting a speed limit sign be posted along Sweetbriar at the entry to the subdivision. While the posting of additional speed limit signs most often does little to affect the average travelling speed, in this scenario as there are no speed limit signs posted in the neighborhood,

At the August meeting of the Traffic Commission, the commission members voted in support of the placement of one speed limit sign (30 mph) near the entrance to the subdivision along Sweetbriar Drive.

**Requested Motion: Approve the placement of the speed limit sign along Sweetbriar Dr. near the entrance to the Pickwick Manor subdivision.**





**Legend**

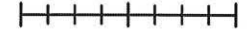
- Road\_Centerline
- Road\_ROW\_COG

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Feet

0 87.5 175 350



1:3,600

**Pickwick Manor Speed Limit Sign Request  
(Information Only)**

Date: 8/19/2021  
 Drawn by: JSC

**The City of Goshen**  
 Department of Public Works & Safety  
 Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **SCHOOL ZONE SIGNS FOR GOSHEN INTERMEDIATE**

DATE: September 3, 2021

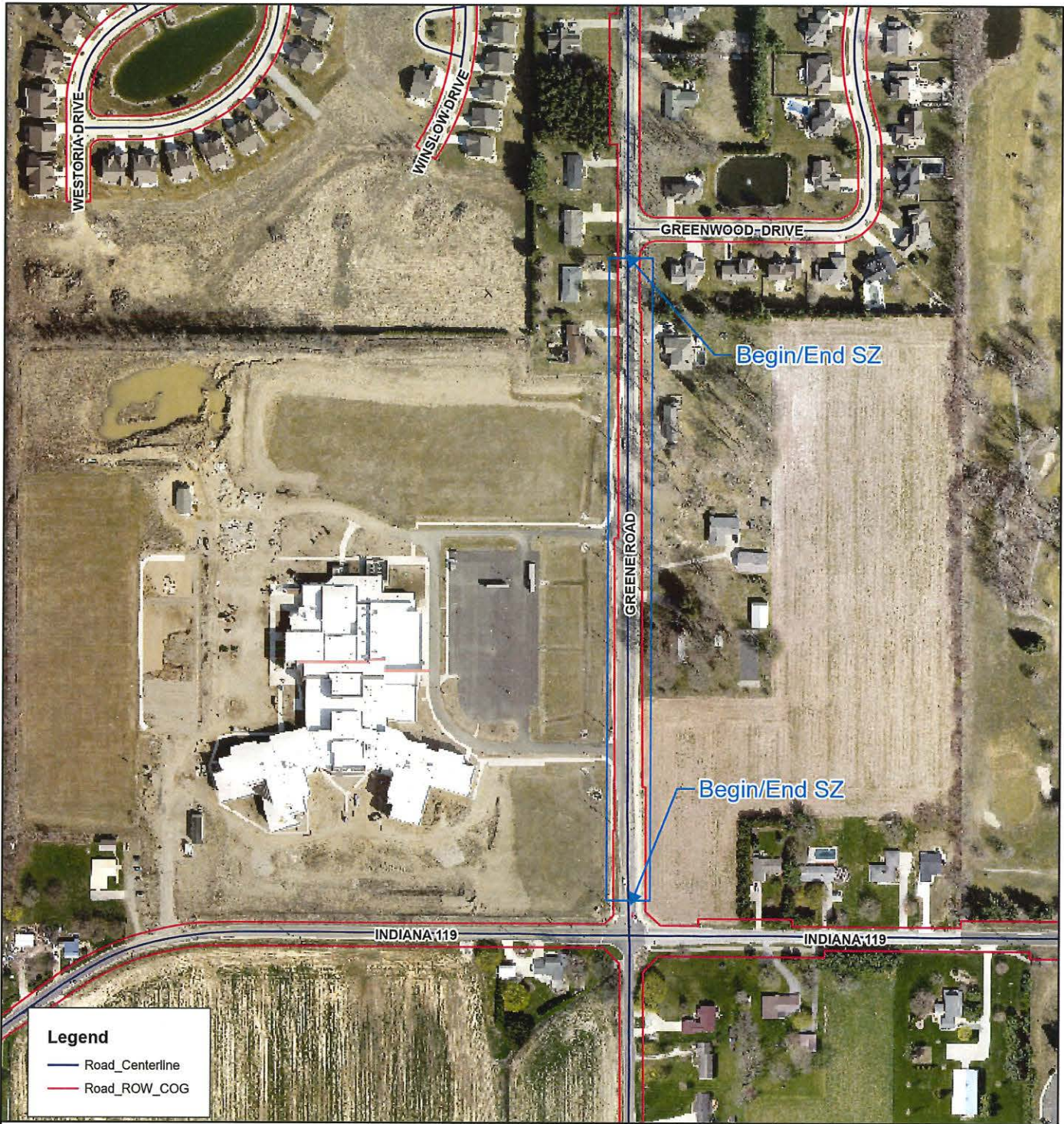
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The Engineering Department has received a request to place school zone signs for the new intermediate school. The attached map shows the approximate proposed location of the requested signs.

At the August meeting of the Traffic Commission, the commission members voted in support of the placement of the signs. In addition, the members would like Engineering to request to INDOT that school zone signs to be placed along SR 119 to designate that area as a school zone as well.

**Requested Motion: Approve the placement of school zone signs along Greene Road for Goshen Intermediate and authorize Engineering to request school zone signs along SR 119.**



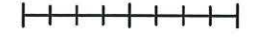


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Feet

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**Proposed School Zone  
(Information Only)**

Date: 8/18/2021  
 Drawn by: JSC

**The City of Goshen**  
 Department of Public Works & Safety  
 Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626





**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works

FROM: Engineering Department

RE: **TRAFFIC ISSUES IN THE GARDENS**

DATE: September 3, 2021

---

The president of the homeowner's association in The Gardens has reached out to Engineering with a couple of traffic-related concerns. The first issue concerns the mid-block crosswalk recently installed along Tulip Blvd. The HOA president is seeing cars parking on and next to the crosswalk, blocking the crosswalk and apparently obstructing sightlines between vehicles and pedestrians. She is requesting that "No Parking" signs be placed near the crosswalk. Pictures of the crosswalk are attached.

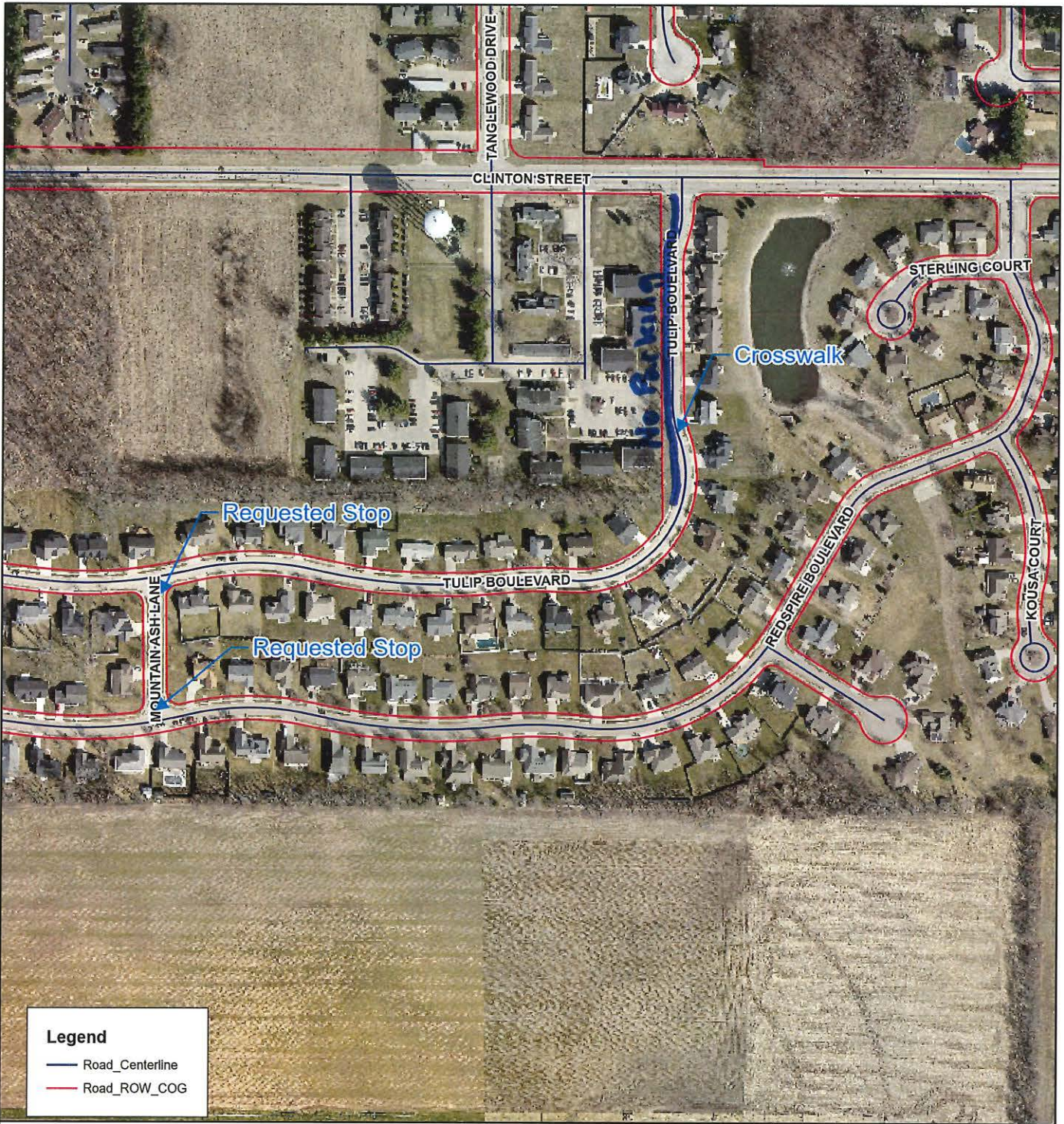
The second concern is regarding traffic control at the intersection Mountain Ash with both Redspire and Tulip. Currently there are no stop signs along any of the approaches to these intersections.

At the August meeting, the Traffic Commission supported the placement of the two stop signs along Mountain Ash and supported the placement of "NO PARKING" signs to prohibit parking along the west side of Tulip from Clinton to the north property line of 2407 Tulip.

**Requested Motion: Approve the placement of stop signs along Mountain Ash at the intersections with Redspire and Tulip and the placement of "NO PARKING" signs to prohibit parking along the west side of Tulip from Clinton to the north property line of 2407 Tulip.**





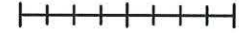


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Feet

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1:3,600

### The Gardens Sign Requests (Information Only)

Date: 8/19/2021

Drawn by: JSC

**The City of Goshen**  
 Department of Public Works & Safety  
 Office of Engineering  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-2201 Fax: 574-533-8626





**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

September 7, 2021

**To:** Board of Public Works and Safety  
**From:** Brandy L. Henderson  
**Subject:** Agreement for Backflow Preventer Inspections

The City is required to annually inspect and test backflow preventer valves.

The City wishes to contract with Kevin Becker d/b/a Becker's Backflow Prevention to provide inspection and testing of the City's sixty-nine (69) backflow valves.

This contract will be effective June 1, 2022 and may be renewed for 5 consecutive the cost for inspection and testing is at \$65.00 per device for a total of \$4,485.00. Any repairs will be at \$95.00 per hour for labor.

Permission is requested to enter into this agreement with Kevin Becker d/b/a Becker's Backflow Prevention.

**Suggestion motion: To approve the agreement between the City and Becker's Backflow Prevention for the inspection and testing of the City's sixty-nine backflow valves at a cost of \$4,485.00 plus repair, labor, service and retest fees if applicable.**



## AGREEMENT

### Annual Backflow Valve Inspections & Testing

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between Kevin Becker d/b/a Becker's Backflow Prevention, hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City is required to inspect and test backflow preventer valves annually in accordance with 327 IAC 8-10.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide inspection and testing of the City's backflow valves.

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

#### SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the inspection and testing of the City's sixty-nine (69) backflow valves as detailed in Exhibit A and shall inspect and test the City's backflow valves in accordance with the requirements of 327 IAC 8-10.

Contractor's testing shall include servicing and cleaning the relief valve assemblies on rppa type backflow devices. Contractor shall make any necessary repairs to the backflow valves and then retest the repaired valve.

Contractor shall submit to the City all test reports on the sixty-nine (69) backflow valves in accordance with the requirements of 327 IAC 8-10.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

#### TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin on June 1, 2022.

Upon written approval of the contracting parties, the contract may be renewed for four (4) additional one (1) year terms under the same terms and conditions.

### **COMPENSATION**

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's fixed quote plus hourly rates as set forth in the table below and based on repairs and retests required on the project for the amount of Four Thousand Four Hundred Eighty-Five Dollars (\$4,485.00) plus the time for repairs and retests.

Test fee for all types and sizes of backflow devices	\$65.00/per device	69 devices	\$4,485.00
Repairs Labor	\$95.00/per hour		
Service fee per invoice submitted	\$45.00/per invoice		

NOTE: For same day repairs, a \$25.00 charge for retest. If return service is required, a return service fee will apply as well as retest fee of \$65.00/per device applies.

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of detailed invoices from Contractor for work completed provided satisfactory performance of Contractor has been attained. The detailed invoices shall be separated by each City Department. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

### **INDEPENDENT CONTRACTOR**

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

### **NON-DISCRIMINATION**

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

## **INDEMNIFICATION**

Contractor agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from 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 their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

## **FORCE MAJEURE**

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

## **BREACH**

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

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 Agreement.
- (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 Agreement.

- (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 under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

## **TERMINATION**

The parties may terminate this Agreement under any of the following conditions:

- (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.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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.
- (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.

## **ASSIGNMENT**

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

## **MODIFICATIONS**

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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.

## **NOTICES**

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Contractor:

Becker's Backflow Prevention & Irrigation  
Attention: Kevin Becker  
17284 CR 10  
Bristol, IN 46507

## **APPLICABLE LAWS**

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

## **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 requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

## **EMPLOYMENT ELIGIBILITY VERIFICATION**

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to 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.

The 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 the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

### **CONTRACTING WITH RELATIVES**

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

### **SEVERABILITY**

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

### **BINDING EFFECT**

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

### **ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

*[Signatures next page]*

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

**Kevin Becker d/b/a Becker's Backflow  
Prevention & Irrigation**

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

\_\_\_\_\_  
Kevin Becker, Owner

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

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

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

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

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

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

EXHIBIT A  
**List of Backflow Valves**



**BACKFLOW CHECK LIST**

		<b>MFG</b>	<b>TYPE</b>	<b>SER #</b>	<b>METER #</b>	<b>ACCT #</b>
<b>CITY OF GOSHEN</b>	204 E. Jefferson St.					
202 S. 5TH STREET		FEBCO	765-1	AB8088	71342148	
		WILKINS	1/2 375RP	A164876		
203 S. 5TH STREET		FEBCO	765-1	H588937	71620120	
204 E. JEFFERSON		FEBCO	765-1	FD6524	71342103	
		WILKINS	1/2 375RP	A191314		
111 E. JEFFERSON	Armory	WATTS	2" RPZ	55781	13807328	
	Boiler room	WILKINS	975xl 3/4"	1242504		
	FIRE SPRINKLERS	WILKINS	350 3"	J02754		
	DOMESTIC WATER	WILKINS	975 2 1/2"	B37603		
NW CORNER PLY & M	815 S. MAIN	FEBCO	765-1	H409332	65672196	
N/E CORNER PLY & M	816 S. MAIN	FEBCO	765-1	H409388	65672199	
3RD STREET						
201 S. 3RD STREET	S\W CORNER	WILKINS	720-A	H822825	65672203	
202 S. 3RD STREET	ISLAND	FEBCO	765-1	H822635	71420596	
200 S. 3RD	S\E CORNER	WILKINS	720-A	G265448	65672197	
213 3RD STREET	CENTER ISLAND	FEBCO	765-1	H821488	71322195	
212 W JEFFERSON ST	PARKING LOT	FEBCO	825YRP	J129351		
119 3RD STREET	CENTER ISLAND	FEBCO	765-1	H138639	71420615	
CLINTON PARKING LOT						
111 W. CLINTON	MIDDLE OF LOT NORTH	FEBCO	765-1	H417283	65672200	
125 W. CLINTON	WEST ISLAND	FEBCO	765-1	H823070	65612195	
118 E. WASHINGTON STREET		WATTS	1"009-M2	329533	70961296	
<b>EID</b>	204 E. Jefferson St.					
BASEMENT IN ADDRESSES LISTED						
136 N. MAIN STREET		WATTS	1" 009-M2	329527	70961294	
135 S. MAIN STREET		WATTS	1" 009-M2	334214	Under Kelly Jay's	
136 S. MAIN STREET		WATTS	1" 009-M2	329549	62172173	
201 S. MAIN STREET		WATTS	1" 009-M2	329547	88579243	
119 S Main	Art alley	WILKINS	375RP	A2438979	70519133	
206 N. Main		FEBCO	3/4 825Y	J056413	72278907	
<b>CENTRAL GARAGE</b>	320 Sturey Ave	FEBCO	765-1	H972078	60540894	
		WILKINS	975XL	3745377		
<b>OAKRIDGE</b>		FEBCO	765-1 1/2	8044960		
<b>PARKS</b>	524 E. Jackson St.					
DUCK FOUNTAIN		WATTS	009M2QT	329534		
HAY PARK		FEBCO	765-2	H003578		
PRINGLE PARK	WEST	FEBCO	765-2	H017099		
	EAST	FEBCO	765-2	H017097		
5 POINTS		FEBCO	765-1	H570474		
LAFAYETTE/SR15		FEBCO	765-1	H570248		
REITH	Inside	WILKINS	975XL	966836		
KAUFFMAN PARK	Inside	WATTS	009-M2	9721		
	Inside	FEBCO	762-2	H000507		
SHANKLIN PARK	Sprinklers	WILKINS	975XL	3425478		

	Pool room	WILKINS	975XL	3617001
	DIA # 3	FEBCO	765-1	83876626
COMMUNITY ORCHARD		FEBCO	765-1	191020

SREET DEPT	475 Sturey Ave	APPOLLO	RP4A 2"	313883
		COLT	6" 200	LA-0932

CSO	705 N.Indiana	WATTS	909RP 4"	223889
Bill to 1000 W. Wilden Ave		WATTS	909M1 2"	458129

WASTE WATER	1000 W. Wilden Ave			
Maint Bldg	1 1/2	FEBCO	825YRP	AL7725
Office	1 1/2	FEBCO	825YRP	BA8350
Lab	1 1/2	FEBCO	825YRP	H05697
	1 1/2	FEBCO	825YRP	A042808
Chem Bldg	1	FEBCO	860RP	H32712
Fire System	2 1/2	AMES	2000S 2.5	2CJ0064
Digester	1"	WATTS	009M2QT	60786
	3/4	WATTS	009M3	A08428

UTILITIES	308 N. 5TH			
	Portable #1	2"		
	Portable #2	2"		
	Portable #3	2"		
	Portable #4	2"		
	Portable #5	2"		
	Portable #6	3"		
	Kercher	3/4"	WILKINS RP375	A283779
	308 N. 5TH	2"	WILKINS RP375	A263356

Fire Station	1203 College	FEBCO	765-1	H839984
		WILKINS	3/4 375RP	A195950

	209 N. 3rd St.	WILKINS	3/4 375RP	A186012
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	1728 RELIANCE RD.	FEBCO	765-1	1728
	2"	WILKINS	975XL	346516
	1"	WILKINS	375XL	B002339
	1"	WILKINS	375XL	B238908