



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

Regular Meeting Agenda

**2:00 p.m. January 11, 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

Approval of Agenda

- (1) Fire Dept: Promotion of Charles Stevens to Private First Class
- (2) Police Dept: Hiring of Tyler A. Schaaf as Probationary Patrol Officer
- (3) Police Dept: Hiring of James E. Ballard as Special Police Officer
- (4) Amendment to CDFI Friendly America Agreement
- (5) Wastewater Treatment Plant Switchgear Component Replacement, JN: 2020-42
- (6) Post-Construction Plan Approval: Culver's of North Goshen, JN: 2019-2028
- (7) Post-Construction Plan Approval: Keystone RV Plant 17 Bldg Additions,  
JN: 2020-2014 & 2020-2038
- (8) Water & Sewer Unpaid Final Accounts
- (9) Annual Allocation of Repair Fee for Residential Water and Sewer Line Maintenance Fund



(10) Wilson Ave. Temporary Closure Jan. 12-14

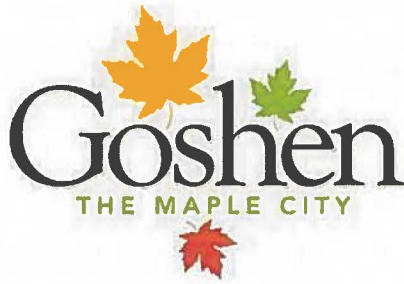
(11) Intermittent Downtown Alley Closures Jan. 26-27

Schedule Announcement: Due to Dr. Martin Luther King, Jr. Holiday, the next Board of Works meeting will be held at 2pm Tuesday, January 19th

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*



**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

January 06, 2021

To: Board of Works and Public safety

RE: Promotion of Charles B. Stevens to Private First Class

From: Fire Chief Danny Sink

Charles Stevens will complete his probationary year at GFD as of January 13, 2021. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Charles be promoted to Private First Class for the Goshen Fire Department, effective January 13, 2021. Thank you.

Respectfully,

A handwritten signature in black ink that reads "Danny Sink". The signature is written in a cursive, flowing style.



**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

Date: January 11<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of Tyler A. Schaaf as a Probationary Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Tyler A. Schaaf for the position of Probationary Patrol Officer. Tyler has passed all exams and has been approved by both the local and State pension boards. Tyler was hired as a Reserve Patrol Officer on October 28<sup>th</sup>, 2019 and currently is in training. I believe Tyler will be a great addition to the Goshen Police Department as a Full-time Patrol Officer serving our community. I would like this hiring to be effective today Monday January 11<sup>th</sup>, 2021.

Tyler will be present for the Board of Works Meeting.

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

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

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

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



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

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

Date: January 11<sup>th</sup>, 2021

From: Jose' Miller, Chief of Police

Reference: The hiring of James E. Ballard as a Special Police Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of James E. Ballard for the position of Special Police Officer. I am requesting Ballard have full police authority in Elkhart County, or any other Indiana county where he is fulfilling his specific job description or duties assigned to him by the Goshen Police Department. I am requesting police authority be granted to him during the times when he is considered to be in approved on-duty status with the Goshen Police Department, while wearing an official designated uniform, or while in a police vehicle. James Ballard will be considered to be on approved on-duty status when responding to known emergencies whether uniformed or not. James Ballard will be assigned primarily to the position of School Resource Officer (SRO). However, Ballard will be eligible for secondary employment as a police officer and may be assigned to patrol duties, if needed, both according to Department Policies, Directives, and Agreements.

James Ballard has served many years in the law enforcement profession and has successfully completed the Indiana Law Enforcement Academy. He has attended many other trainings and has received numerous certifications during his years in this profession. I believe James Ballard will be a great addition to the Goshen Police Department as a Full-time Special Police Officer serving our community. I would like this hiring to be effective today Monday January 11<sup>th</sup>, 2021.

James will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116

Chief of Police

Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

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

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

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



Department of Community Development  
**CITY OF GOSHEN**

204 East Jefferson Street, Suite 6 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626

[communitydevelop@goshencity.com](mailto:communitydevelop@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## Memo

**To:** Board of Works  
**From:** Mark Brinson  
**Subject:** Amendment to CDFI Friendly America contract  
**Date:** January 7, 2021

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The Board of Works approved Resolution 2020-31 on November 30, 2020, authorizing the Mayor to execute an agreement with CDFI Friendly America for consulting services. The consulting agreement is the result of an interlocal agreement with Elkhart County, City of Nappanee, City of Elkhart and City of Goshen, which seeks to collectively hire a consultant to study ways of expanding access to Community Development Financial Institutions in Elkhart County.

The consultant has requested a change to the agreement. The change would eliminate Section 3 of the addendum, which pertains to certain insurance coverage the consultant is required to maintain. The insurance requirements were established to protect the City in situations where consultants are producing work that the city will rely on to design, build or deliver public services.

The proposed amendment has been reviewed by the City Attorney. Since the scope of services is focused entirely on research and data collection, and all of the work will be conducted virtually, the City Attorney is comfortable deleting this portion of the contract. The work product produced by the consultant in this case does not present a liability concern for the City.

**Proposed Motion:** Move to approve the amendment to the agreement with CDFI Friendly America, authorized by Resolution 2020-31, eliminating section 3 of the addendum.

## **CONSULTING AGREEMENT**

This CONSULTING AGREEMENT is made this 6 day of January, ~~2020~~<sup>2021</sup>, by and between CDFI Friendly America, LLC, a Pennsylvania Limited Liability Company with offices at 7340 Rural Lane, Philadelphia, PA 19119 (hereinafter the "Consultant"), and the City of Goshen, Indiana, of Goshen, Indiana (hereinafter the "Client").

### **RECITALS**

Client desires to bring financing from one or more community development financial institutions ("CDFIs") to the community of the County of Elkhart including but not limited to the cities of Elkhart, Goshen, and Nappanee (the "Community");

Consultant has extensive experience in assessing markets in communities and CDFIs working in communities, as well as in assessing, organizing, planning, and implementing CDFI financing strategies in communities throughout the United States;

Client desires to engage Consultant to provide consulting services in assessing the potential roles of CDFI financing in the Community, and, and pursuant to subsequent written authorization, perhaps also organizing potential CDFI Friendly strategies, developing an actionable CDFI Friendly business plan, and providing Client with consultative support for the implementation of that business plan; and

Client and Consultant desire to enter into a written contract in order to establish and clarify the terms and conditions of Consultant's engagement.

In consideration of the mutual agreements set forth herein, and intending to be legally bound thereby, Client hereby engages Consultant, and Consultant hereby accepts that engagement, pursuant to the terms and conditions set forth in this Agreement.

### **ARTICLE I ENGAGEMENT**

1.1 Client hereby engages Consultant, on a non-exclusive basis, to provide both project-based and per diem consulting services in the field of CDFI financing, as set forth in the Scope of Work set forth in attached Schedule A (the "Scope of Work"). Consultant agrees to accept that engagement, as detailed in the Scope of Work.

### **ARTICLE II DUTIES**

2.1 In performing the Scope of Work, Consultant shall:

- a. perform its services in a professional manner, using due care and complying with all applicable laws, including Title V of the Gramm-Leach-Bliley Act of 1999, relating to nonpublic personal information, any successor statutes and all rules and regulations enacted thereunder, as well as all applicable state and federal laws;
- b. abide by the standard corporate policies of Client, including any security procedures and Code of Ethics Client shall have provided to Consultant;
- c. keep Client advised of the progress of Consultant's work, provide Client progress reports upon reasonable request, and keep accurate records of hours worked, and the costs of materials and expenses;
- d. be permitted to use the name of Client in its advertising or promotional campaigns except as Client may direct in writing; and

e. be permitted to assign responsibilities to consultants employed by or under contract with Consultant, provided that (1) the services are performed by knowledgeable, qualified personnel in a professional manner and (2) Consultant first secures the written commitment of such individuals to abide by the confidentiality and nondisclosure provisions of Article VI below.

2.2 Until such time as Client may designate a different contact, assignments and instructions for execution of services hereunder and expenditure authorizations shall be provided to Consultant exclusively at the direction of Mark Brinson.

2.3 Nothing contained in this Agreement shall be construed to limit in any way Consultant's right or ability to work for other clients or employers, regardless of whether that work is similar in nature to the work to be performed for Client, provided that Consultant shall not perform work for any other financial institution on any matter as to which Consultant has knowledge due to its work for Client, without Client's prior written consent.

### **ARTICLE III LIMITATION ON AUTHORITY**

3.1 Neither party may bind the other to any contract, and neither shall incur any financial obligation on behalf of the other party without the other party's prior written consent.

### **ARTICLE IV TERM OF ENGAGEMENT**

4.1 The initial term of this engagement shall commence on \_\_\_\_\_, 2020, and continue until full completion of the Scope of Work (the "Initial Term"). At the end of the Initial Term, any additional work shall be performed on a time-and-expense basis at the applicable rate(s) set forth in Schedule A. In the event of any termination of services either before or after the Initial Term, Client shall pay Consultant, pursuant to the terms of Article V below, for all services rendered plus materials costs and expenses incurred by Consultant in the performance of its obligations hereunder prior to receipt of notice of termination.

### **ARTICLE V COMPENSATION/INDEPENDENT CONTRACTOR**

5.1 Client shall pay Consultant, on a 1099 basis, compensation at the rates set forth in the Scope of Work. Consultant shall invoice services and materials expenses each month. Client shall pay Consultant on a monthly basis, and shall make payment for services rendered each month within forty five (45) days after the invoice date. Client shall reimburse Consultant for business-related airfare and overnight accommodations, and shall also pay Consultant for travel time, including travel between the offices of Consultant and Client, at the rate(s) set forth in Schedule A, only after prior approval of client. Client shall have no other obligation to reimburse Consultant for fuel, tolls, meals or entertainment incurred in the performance of Consultant's duties, except as specifically approved by Client in writing in advance.

5.2 Any invoice not paid within forty five (45) days shall bear interest at the rate of eighteen percent (18%) per annum. Further, if Consultant engages a collection agency or attorney to collect monies past due under this Agreement, Client shall pay Consultant's reasonable collection costs, including attorney fees.

5.3 Consultant understands and acknowledges that Client is engaging Consultant as an independent contractor and not as an employee. Consultant understands and agrees that Client will not be withholding federal, state, local or Medicare taxes, and will not be making unemployment compensation or workers compensation contributions on Consultant's behalf.



## ARTICLE VI CONFIDENTIALITY

6.1 Neither party shall, either during or after this engagement, directly or indirectly use, publish or otherwise disclose or divulge to any third party any Confidential Information of the other, as defined below, except as necessary to perform its obligations under this Agreement. In addition, the parties shall disclose the foregoing information only to those employees or contract workers with a need for such information to perform its obligations hereunder, and shall protect that information with the same degree of care as it protects its own proprietary information, but in no event less than a reasonable degree of care.

(b) The foregoing restrictions shall not be construed to apply to (1) information generally available to the public; (2) information released by either party generally without restriction; (3) information that either party establishes by written records was independently developed or acquired by it or its personnel without reliance in any way on other protected information of Client; or (4) information approved for use and disclosure without restriction. Notwithstanding the foregoing restrictions, either may disclose any information to the extent required by an order of any court or other governmental authority, but only after it notifies the other party in writing and the other party has had the opportunity to obtain reasonable protection for such information in connection with such disclosure. Further, disclosures made by either party to a government regulatory agency in furtherance of the services to be performed by Consultant under this Agreement shall not be considered a breach of confidentiality.

(c) As used herein, "Confidential Information" means all of the following information and materials belonging to either party (or to clients' customers and other third parties that have furnished such information to that party in confidence), even if not physically marked as such:

(i) All applications whether server-based or hosted, and operating system software, developed or used by that party and all versions and enhancements thereof same and all future products developed or derived therefrom;

(ii) All source code, object code, , algorithms, coding sheets, compilers, assemblers, design concepts, routines and subroutines, documents and manuals for the software described in subparagraph (i) above;

(iii) Production processes, marketing techniques, mailing lists, purchasing information, price lists, pricing policies, quoting procedures, financial information, legal information, dealer and distributor agreements, licensing agreements, customer prospect names and requirements, customer data, customer site information and other materials or information relating to the manner in which that party conducts business;

(iv) All intellectual property, discoveries, works of authorship and concepts whether or not patentable or protectable by copyright, including without limitation the nature and results of research and development activities, technical information on product or program performance and reliability, processes, formulas, techniques, "know-how", source codes, object codes, designs, drawings and specifications;

(v) Any other materials or information related to the business of either party which are not generally known to others engaged in similar businesses or activities; and

(vi) All discoveries and concepts which are derived from or related to access to or knowledge of any of the above enumerated materials or information.

(d) All copyrights, patents, trade secrets, or other intellectual property rights arising from Consultant's services hereunder shall be deemed works for hire for Client, and shall become the property of Client upon Client's payment of amounts due to Consultant under this Agreement. Notwithstanding the foregoing, Consultant shall be free to use and employ its general skills, know-how, methods, techniques and skills gained or learned during the course of this or any other project if such use can be made without disclosing Confidential Information.

(e) Upon either party's request, or upon termination of this Agreement, the other party shall return, delete or destroy all Confidential Information in its possession, and in the event of deletion or destruction, shall certify such deletion or destruction in writing; provided that Consultant shall be entitled to retain one digital copy of such

Confidential Information pursuant to its Document Retention Policy, the contents of which shall remain subject to the requirements of this Article VI.

(f) The parties expressly acknowledge the materiality of the covenants in this Article VI, and expressly agree that it shall be enforceable by way of preliminary and final injunction in addition to any other remedies available at law or in equity.

(g) The covenants in this Article VI shall survive any termination of this Agreement.

(h) Notwithstanding the provisions of this Article VI, the Client is subject to public access laws that may require disclosure of documents upon proper request.

#### **ARTICLE VII NON-DISPARAGEMENT**

7.1 Consultant and Client each agree that they will not, in any communications with any person or agency, the press or other media or in any public medium, including without limitation the internet, ridicule in an offensive manner or make any statement which disparages or is derogatory of the other or any of their respective affiliates, directors or senior officers.

#### **ARTICLE VIII LIMITATION OF LIABILITY**

8.1 Neither party shall have any liability to the other for any special, punitive, consequential or exemplary damages whether or not the party was advised of the possibility of such damages, except to the extent such damages are included in a third party claim which is the subject of an indemnification obligation. Neither party shall be liable to the other for any lost profits or business opportunities.

#### **ARTICLE IX NOTICE**

9.1 Any notice given to Client pursuant to this Agreement shall be sufficiently given if sent to it by email to [markbrinson@goshencity.com](mailto:markbrinson@goshencity.com) and by certified mail addressed to Mark Brinson, Director, Community Development, 204 East Jefferson Street, Goshen, IN 46528 or such other address or addresses as Client shall designate in writing. Any notice given to Consultant pursuant to this Agreement shall be sufficiently given if sent to Consultant by email to Adina Abramowitz at [adina@cdfriendlyamerica.com](mailto:adina@cdfriendlyamerica.com) and certified mail addressed to Adina Abramowitz, 7340 Rural Lane, Philadelphia, PA 19119 or at such other address as Consultant shall designate in writing.

#### **ARTICLE X MISCELLANEOUS**

10.1 The waiver by Client of any breach of any provision of this Agreement by the Consultant shall not operate or be construed as a waiver of any subsequent breach by Consultant.

10.2 In the event a court shall invalidate either in whole or in part, any section or article of this Agreement, the remainder of this Agreement shall remain in full force and effect and shall be severed from the section or sections, article or articles, deemed invalid.

10.3 Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, severe and unusual weather (such as hurricanes, tornados, floods, or the like), any government or any governmental body, war, insurrection, terrorism, strikes or labor disputes, actual inability (not financial) to procure essential materials, or other similar cause beyond the reasonable control of such party. The party seeking to invoke the application of this section shall be required to notify the other party within ten (10) days following the commencement of the event of Force Majeure.

10.4 Consultant may not assign its rights or duties under this Agreement.

10.5 This Agreement may be executed in one or more counterparts each of which shall be deemed as an original, but all of which together shall constitute one and the same instrument.

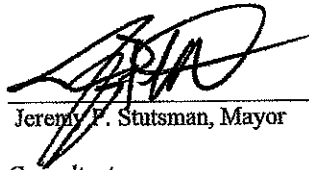
10.6 This Agreement and the Schedule(s) attached hereto embody the entire understanding of the parties. No amendment or modification of this Agreement shall be valid or binding unless made in a writing signed by the party to be charged.

10.7 This Agreement shall be construed and the legal relations between the parties determined in accordance with the laws of the State of Indiana.

**IN WITNESS WHEREOF**, and intending to be legally bound hereby, the parties have executed this Agreement as of the day and year first above written.

City of Goshen, Indiana

By:

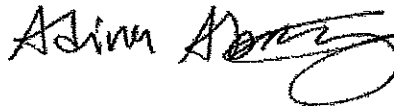


Jeremy F. Stutsman, Mayor

Consultant

**CDFI Friendly America, LLC**

By:



Adina Abramowitz  
Managing Member

## Schedule A: Scope of Work for Elkhart County, Indiana

CDFI Friendly America ("the consultant") will complete an Assessment of Elkhart County including but not limited to the cities of Elkhart, Goshen, and Nappanee on behalf of the County of Elkhart ("the client"). The Assessment is the first of three possible phases of work to assist the County of Elkhart to become a CDFI Friendly community. The other phases are 2. Education, Organizing & Business Planning, and 3. Implementation.

The Assessment will comprise:

- Gather and analyze basic economic, financial, geographic, demographic, and other market data on the County and its communities from the client and others in Elkhart County as well as third-party sources. This data analysis will create a framework for the assessment. To the greatest extent possible, this research will include and complement current existing research.
- Small group meetings and one-on-one interviews via Zoom with approximately 50 key community leaders representing a diversity of interests in Elkhart County, including leaders in the cities of Elkhart, Goshen, and Nappanee. (See a list of suggested categories below.) The purpose of those meetings is to gain multiple and diverse perspectives on conditions in the County and the cities previously named, ongoing work to address conditions, the existence of and capacity to implement public private community development efforts, and the potential for additional finance-led solutions including, but not necessarily limited to, CDFI financing. CDFI Friendly America will advise the client on the selection of participating community leaders but the final selection and scheduling will be the responsibility of the client.
- Preparation of an Assessment Memo constituting a final report and recommendation summarizing key learnings, suggesting how the client might move forward toward a CDFI Friendly strategy, and assessing the community's apparent readiness and challenges related to a CDFI Friendly strategy. This may include:
  - o Factors that seem likely to lead to a successful CDFI Friendly outcome.
  - o Obstacles to achieving a CDFI Friendly outcome.
  - o An assessment of the community's readiness to proceed,
  - o Financial prospects for funding and capitalizing an effective CDFI Friendly strategy, and
  - o Outstanding issues and questions that might require additional conversation or might inform the second phase.

As the final product of the Assessment phase, the Assessment Memo, will inform the decision process for the County and its community partners whether to continue to the Organizing phase of CDFI Friendly America's services.

The lead partner for this work will be Mark Pinsky, Founding Partner of CDFI Friendly America. As appropriate and necessary, CDFI Friendly America will involve other members of its team.

This scope of work assumes that the County will administer and manage local planning and scheduling with regular guidance from the consultant. The consultant will provide timely instruction and guidance to the County.

CDFI Friendly America will deliver the memo no later than three (3) weeks after completion of its interviews.

For this work, CDFI Friendly America will bill the client a flat \$34,000 fee plus reasonable expenses if any, related to travel, food, lodging, transportation, and possible other incidentals. (At the moment, due to the COVID-19 pandemic, we plan to perform all of our work remotely. We do not anticipate much, if any, expenses as a result. If that situation changes, we would incur expenses.) Should the client seek additional work outside the scope described here, CDFI Friendly America will bill at a *per diem* rate of \$2,500.

Client's responsibility: Client will appoint two City officials to be CDFI Friendly America's main points of contact: someone relatively senior in the Administration who has responsibility for community development, and someone more junior, who can assist us with logistics and relevant information. This will be an interactive engagement where the Client will be responsible for providing relevant information upon request, assist with identifying people to

participate in the process, and assist with logistics in a timely manner. The Client is ultimately responsible for all strategic decisions about how the organization should proceed towards implementing its goals.

**List of Possible Interview Categories for the Assessment**

- Financial institutions active in the community, particularly those familiar with CDFIs
- Public officials, including but not limited to the County Commissioners, the Mayors of Elkhart, Goshen, and Nappanee, and/or senior staff
- Corporate civic leaders active in the community
- Community development corporations and other community organizations, business development centers, financial literacy and/or mortgage preparedness training centers,
- CDFIs working in the city and region as well as those interested in working in the city, and/or trying to serve Elkhart or the region of north-central and/or northwest Indiana.
- Local activists such as community reinvestment act advocates and others
- Other key players you and others identify.

ADDENDUM

THIS ADDENDUM is made and entered into the 6 day of January, 2020, by and between CDFI Friendly America, LLC, a Pennsylvania Limited Liability Company (hereinafter referred to as "Consultant") and the City of Goshen, Indiana (hereinafter referred to as "Client");

WITNESSETH:

2021 WHEREAS Consultant and Client are parties to a certain Consulting Agreement dated January 6 2020 (the "Agreement") for consulting services in assessing the potential roles of community development financing institutions financing in Elkhart County, and related services;

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. State Law Provisions.

a. Non-Discrimination. Pursuant to Indiana Code §22-9-1-10, Consultant and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

b. Anti-Nepotism. Consultant is aware of the provisions under Indiana Code §36-1-21 et seq. with respect to anti-nepotism in contractual relationships with governmental entities. Consultant certifies that none of the owners of Consultant is a relative of any elected Council Member or Commissioner of the County of Elkhart, Indiana.

c. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Consultant certifies that Consultant is not engaged in investment activities in Iran.

d. E-Verify Program. Pursuant to Indiana Code §22-5-1.7-11, Consultant agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Consultant after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Consultant is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. Consultant further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

e. Telephone Solicitation Act Compliance. Consultant certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Consultant will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Consultant further certifies that any affiliate or principal of Consultant and any agent acting on behalf of Consultant or on behalf of any affiliate or principal of Consultant, except for de minimis and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

f. General Requirements. Consultant further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

2. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to Client or any of its elected or appointed officials, employees, agents, or

representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that Client or such related parties are provided by law.

3. Insurance.

a. Prior to commencing work, the Consultant shall furnish Client 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 Client the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include coverage for the Client as an additional insured for Employer's Liability, General Liability and Automobile Liability.

b. Each certificate shall require that written notice be given to the Client at least thirty (30) days prior to the cancellation or a material change in the policy.

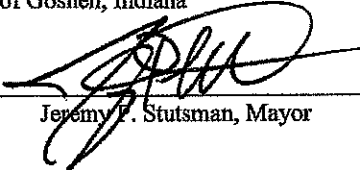
c. Consultant shall at least include the following types of insurance with the following minimum limits of liability:

AA

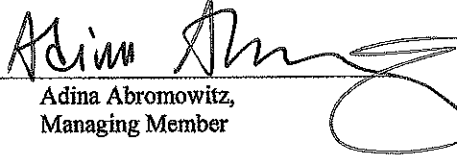
- i. Workers Compensation and Employer's Liability - Statutory Limits
- ii. General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
- iii. Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- iv. Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

DATED EFFECTIVE with the effective date of the Agreement.

City of Goshen, Indiana

By:   
Jeremy F. Stutsman, Mayor

CDFI Friendly America, LLC

By:   
Adina Abromowitz,  
Managing 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: Dustin Sailor, P.E., Director of Public Works

RE: **WASTEWATER TREATMENT PLANT SWITCHGEAR COMPONENT REPLACEMENT (JN: 2020-0042)**

DATE: January 7, 2021

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The 25-year old switchgear at the Wastewater Treatment Plant began having problems in 2020. Service was performed by the equipment manufacturer, but the Utility was advised replacement parts would be required. Because of the equipment's age, parts are not readily available.

During the winter weather event that occurred at the beginning of the New Year, electric service from one of the plant's two electrical feeds dropped, and the switchgear was not able to automatically switch the power to the other feed. An emergency service call to the Utility's on-call electrical contractor was made, and they were able to temporarily transfer power and reenergize the plant before a raw sewage release occurred. The switchgear manufacturer called back for a service call. They made repairs and again noted their service work would need to be followed-up with replacement parts.

Goshen Utilities has received a quote from Eaton Corporation in the amount of \$122,345.00 to replace 6 circuit breakers. While this purchase may not, technically, be considered an emergency under the Indiana special purchasing statute, Eaton Corporation is the sole source of the breakers required for the necessary switchgear repairs, and other suppliers are not available from whom to request competing bids or proposals. This was confirmed in the attached memo provided by Eaton Corporation dated April 18, 2019.

**Requested Motion:** The Board of Works finds that Eaton Corporation is the sole source of the breakers that match the requirements for switchgear repair at the Wastewater Treatment Plant. The Board of Works authorizes the award of the contract to Eaton Corporation for \$122,345.00.





Powering Business Worldwide

April 18, 2019

**Subject: Eaton/Cutler-Hammer/Westinghouse/Cooper Power Systems Factory Service Provider**

As the President of Eaton's Electrical Systems and Services Group in the Americas, which includes Eaton's Electrical Engineering Services and Systems Division (EESSD), I want to take the opportunity to offer some perspective on the evolution and unique experience our organization offers our customers.

Eaton purchased the Westinghouse Distribution and Control Business Unit in 1994. This acquisition included manufacturing operations and technology used by Westinghouse to manufacture and sell electrical distribution and control products. In addition, Cooper Power Systems became part of Eaton in November of 2012. Eaton created Eaton's Electrical Engineering Services and Systems Division in 1998 in order to directly provide field engineering and service support to our growing customer base and these acquisitions.

We are the current manufacturer of former Westinghouse, Cutler-Hammer, Challenger, and Cooper Power Systems designed equipment. Eaton holds the current design and manufacturing information, and all current revisions and modifications to products manufactured under these brand names.

Today, pursuant to the agreements regarding the acquisition of the Distribution and Control Business Unit from Westinghouse, and the more recent inclusion of Cooper Power Systems, Eaton is the only company permitted to manufacture and sell electrical distribution equipment with a Cutler-Hammer, Westinghouse or Cooper Power System trademark. As a result, Eaton's Electrical Engineering Services and Systems Division, which operates as a separate and professionally independent Division of Eaton's product manufacturing plants, is the factory authorized service group that can work on Cutler-Hammer, Westinghouse and Cooper Power Systems electrical distribution and control products.

Repairs, maintenance and modifications made to Westinghouse, Challenger, Cutler-Hammer, Cooper Power Systems, or Eaton electrical equipment by anyone other than Eaton's Electrical Engineering Services and Systems Division may alter the original design intent and can impact the integrity of the equipment. Modifications made by the Electrical Engineering Services and Systems Division are conducted by factory trained engineers and technicians who are acutely aware of proprietary engineering, manufacturing, and assembly processes that afforded certification with UL and ANSI equipment construction standards.

Any warranty work performed by Eaton's Electrical Engineering Services and Systems, on Eaton equipment, maintains continuous coverage for the complete duration of the original factory warranty.

Thank you for the current and future opportunities to continue to serve you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Brian Brickhouse".

Brian Brickhouse  
President, Electrical Systems and Services Group, Americas

# AGREEMENT

## Provide and Install Breakers in Wastewater Treatment Plant Switchgear

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between Eaton Corporation, 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 experienced problems with the performance of the switchgear located at its Wastewater Treatment Plant, and desires to replace certain components of the switchgear.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide and install certain breakers in the wastewater treatment plant switchgear.

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, test equipment, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the installation of certain breakers described below.

Contractor shall provide and install the following breakers:

- One (1) Westinghouse DS632 3200A Main Circuit Breaker with Digitrip 810LSG Trip Unit. Breaker is electrically operated with 120VAC Shunt Trip, Spring Release, and Motor Circuit
- One (1) Westinghouse DS420 2000A Tie Circuit Breaker with Digitrip 810LSG Trip Unit. Breaker is electrically operated with 120VAC Shunt Trip, Spring Release, and Motor Circuit.
- One (1) Westinghouse DS416H 1600A Feeder Circuit Breaker with Digitrip 810LSG Trip Unit.
- One (1) Westinghouse DS416H 1200A Feeder Circuit Breaker with Digitrip 810LSG Trip Unit.
- One (1) Westinghouse DSL206 600A Feeder Circuit Breaker with Digitrip 810LSG Trip Unit.
- One (1) Eaton RGH316036EC 1600A Molded Case Circuit Breaker.

Contractor's scope of work shall include:

- Contractor will provide and install the circuit breakers during an eight-hour outage to be planned by the City and the utility.
- Contractor will bring the 5 power circuit breakers onsite back to the Eaton Power Breaker Center for evaluation to be reconditioned.
- Contractor will provide a comprehensive engineering report including findings, test date, and recommendations will be furnished after completion of the evaluation.

Further terms of performance of the parties are contained in Contractor's Response to Request for Proposal attached hereto and made a part hereof.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

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 shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

The City understands that the breakers identified above are not immediately available; however, the parties anticipate that the breakers should be available in April 2021, and that at the beginning of May 2021, or as soon thereafter as is reasonable, the parties will schedule Contractor's work on the project which is expected to be completed by May 14, 2021.

## **COMPENSATION**

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's quoted fee of One Hundred Twenty-Two Thousand Three Hundred Forty-Five Dollars (\$122,345.00). This fee is based on performing site work on a weekday-day turn.

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. 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 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.

## **INSURANCE**

Prior to commencing work, Contractor shall furnish the 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 the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability .....	Statutory Limits
General Liability .....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability .....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

**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 or fails to fulfill any warranty, 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 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 City:

City of Goshen  
Attn: Legal Department  
204 East Jefferson St.  
Goshen, IN 46526

Address for notices to Contractor:

Eaton Corporation  
Attn: Paul Creech  
210 Windy Point Dr.  
Glendale Heights, IL 60139  
PaulCreech@Eaton.com

## **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:

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

**Eaton Corporation**

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

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

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

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

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

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



Response to Request for Proposal

# Goshen WTTP

## Goshen WTTP Spare Breakers

Eaton Proposal Number CGK4-210106-01-PC

January 7, 2021



Presented By: Eaton Corporation  
Electrical Engineering Services & Systems  
210 Windy Point Dr.  
Glendale Heights, IL 60139

### Contacts:

**Eaton Corporation**  
*Electrical Engineering Service & Systems*  
Service Sales Representative:  
Paul Creech (CGK4)  
Phone: 630-373-1652  
Email: [PaulCreech@Eaton.com](mailto:PaulCreech@Eaton.com)



*Powering Business Worldwide*



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## Qualifications

Eaton's Electrical Engineering Services & Systems is committed to providing the highest quality services, while providing advanced product-based solutions. Eaton implemented the following programs and procedures to establish a new level of excellence in field engineering service quality.

1. We have developed comprehensive standardized test procedures that meet or exceed industry standards. Our observance of such high-quality standards demonstrates our commitment to identifying any potential product deficiencies. All of this ensures that when we test a power distribution system, we can provide an accurate and impartial assessment of its suitability and reliability.
2. Eaton field personnel are certified to test per NETA standards by the National Institute for Certification in Engineering Technologies (NICET) Electrical Power Certification Program. This program provides an independent verification of the capabilities, knowledge and experience of our field personnel for electrical testing.
3. All our field personnel are thoroughly trained, with lead personnel having extensive field service and project management experience. Our field personnel receive training by both Eaton and other vendors, through which they obtain a clear understanding of the entire equipment construction and assembly process. This preparation is advantageous in the field during commissioning and subsequent service work. Additionally, our field personnel have direct access to factory personnel, a benefit not always available to most independent service companies. Safety training related to Arcflash and OSHA requirements are also provided to all field service personnel, and we maintain safety training records.
4. We maintain an equipment calibration program in accordance with the International Standards Organization (ISO). Furthermore, we have invested in the latest technologically advanced field test equipment and diagnostic software.
5. Our field personnel have access to one of the largest groups of Power System Engineers, which are dedicated to the study of electrical power distribution systems. Their primary expertise involves performing technically independent power system studies, including short-circuit, coordination, load-flow, motor starting, harmonics and other power quality and system reliability related analysis.



## Equipment Bill of Material

Eaton will be providing and installing the following breakers.

- (1) Westinghouse DS632 3200A Main Circuit Breaker w Digitrip 810LSG Trip Unit. Breaker is electrically operated with 120VAC Shunt Trip, Spring Release, and Motor Circuit

- (1) Westinghouse DS420 2000A Tie Circuit Breaker w Digitrip 810LSG Trip Unit. Breaker is electrically operated with 120VAC Shunt Trip, Spring Release, and Motor Circuit
- (1) Westinghouse DS416H 1600A Feeder Circuit Breaker w Digitrip 810LSG Trip Unit.
- (1) Westinghouse DS416H 1200A Feeder Circuit Breaker w Digitrip 810LSG Trip Unit.
- (1) Westinghouse DSL206 600A Feeder Circuit Breaker w Digitrip 810LSG Trip Unit.
- (1) Eaton RGH316036EC 1600A Molded Case Circuit Breaker.

## Scope of Work

Eaton Corporation will provide the necessary field service personnel, tools, materials and approved test equipment to perform the scope of work as described herein.

- Eaton will provide and install the circuit breakers above during an eight hour outage to be planned by the customer and the utility.
- Eaton will bring the 5 power circuit breakers onsite back to the Eaton Power Breaker Center for evaluation to be reconditioned. A proposal for reconditioning of existing breakers will be presented at a later date.

A comprehensive engineering report including findings, test data, and recommendations will be furnished after completion of work.

## Pricing

Pricing for the scope of work described above is as follows..... **\$122,345.00/ Contractor Net**

Price for the above scope of work is based on performing site work on a weekday-day turn. If the work cannot be performed during regular working hours (6am-5pm) or must be performed on weekends or holidays, you must contact us to adjust the price accordingly.

## Order Entry

Please email an electronic copy of the purchase order to PaulCreech@Eaton.com. To ensure proper order processing, please include the following information in the PO:

- Addressed to: Kendall Electric Elkhart  
725 Verdant St  
Elkhart, IN 46516



The Eaton proposal number as listed on page 1

- The ship-to address and site contact name, number and email
- The bill-to address and purchasing contact information

## Qualifications / Clarifications

- **Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**
- All work to be completed at straight time, Monday through Friday except for scheduled outages as defined in our proposal.
- Due to the high incidental energy onsite, Eaton will not be performing any switching.
- Lead time for breakers is 12 weeks ARO.
- Any significant delays due to adverse weather will result in additional charges.
- If straight time work is required to be performed on an overtime basis, Customer will be billed the difference between the straight time and overtime rate.
- Stand-by power needs, if deemed necessary, are not included.
- Applicable fees for outage related costs, including stand-by and re-connect services, are not included.
- Method of procedure (MOP) development or meeting time not outlined in the scope of work will be treated as an extra.
- Delays beyond the control of Eaton, extras and authorized additional work will be charged in accordance with the Eaton's Electrical Engineering Services & Systems 2020 Price List PL02700001E.
- Delay time: If Eaton arrives onsite to perform scheduled work and the work is cancelled, Eaton will charge for four (4) hours minimum per person, plus travel expenses if no replacement work can be scheduled. If sufficient notice (72 hours) is given to Eaton when canceling scheduled work, no additional charge will apply.

## Testing Clarifications:

- All testing will be performed by Eaton's Electrical Engineering Services & Systems (EESS) per Eaton's standard testing guidelines unless otherwise specified. An additional year of warranty shall be provided upon completion of electrical testing by Eaton to all Eaton provided equipment.
- All test results will be evaluated in accordance with manufacturer's published data.
- No "Optional" NETA tests are included.
- Customer to provide trip unit settings and/or relay logic configuration files for protective devices. Note: Eaton can provide an adder for the required power system studies and input/output logic.
- The isolation of cables for testing will be completed by opening the line and load devices only. No unbolting of cables for isolation has been included.

## Safety Training of Eaton Field Personnel:

- All Eaton field personnel received training to comply with OSHA CFR1910 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts). Safety standards are in place to meet or exceed NFPA 70E requirements, and appropriate Personal Protective Equipment (PPE) have been issued.
- The customer is responsible to ensure that any supporting plant personnel have also be fully trained in electrical safety and provided with the appropriate personnel protective equipment.

## Safety Arc-Flash Provisional Statement:

The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work. Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm<sup>2</sup>.

## Division of Responsibility

### Eaton Responsibilities:

- Eaton will provide you with a minimum notice of 72 hours of intent to service any equipment.
- Eaton shall furnish test engineers, field technicians, support personnel, tools, equipment, materials, supplies and transportation as required.
- Eaton will provide and install safety locks and grounding, as required, and in accordance with the facility safety guidelines.
- Eaton will perform voltage test and install necessary circuit / equipment safety grounds to assure safe working conditions
- Upon completion of work:
  - 1) Eaton will remove safety grounds installed by Eaton
  - 2) Eaton will remove safety locks installed by Eaton.

### Customer Will Be Responsible for the Following:

Providing free access to equipment within their facility.

- Ensuring that all equipment is available upon arrival of Eaton personnel, including removal from service to permit continuous progression of work. Delay time in making equipment available will be treated as an extra.
- Identifying site contact for this project.
- Providing electricians to remove equipment covers and re-install the same when required.



- Coordinating all outages and perform all switching to de-energize and isolate equipment to be serviced.
- Ensuring that all circuits to be de-energized have been clearly identified and that all plant personnel and downstream operations are aware of the required outage date, time and duration. This includes maintaining power to vital or necessary plant equipment and processes during the performance of this scope of work.
- Providing a copy of the past maintenance records to Eaton personnel.
- Providing manufacturers maintenance manuals upon arrival of Field Engineer/s.
- Supplying a complete set of electrical plans, including the plant single-line diagram, specifications, and any pertinent change orders to Eaton before commencement of work.
- Supply a suitable and stable source of power for operation of test and motorized equipment at each test site when normal power is removed or authorize Eaton to obtain a source of auxiliary power, Eaton shall specify requirements. Any non-standard generators rentals will result in a price adder to this proposal.
- Providing a place to receive and unload replacement equipment, test equipment or other supplies.
- Providing special tools supplied by equipment manufacturers.

## Proprietary and Confidential Information

This submittal contains Eaton proprietary and confidential information, which may only be used by the Goshen WTPP to evaluate and respond to this submittal. By accepting this submittal from Eaton, Goshen WTPP agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

## Terms and Conditions

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 effective November 1, 2017. Taxes, if applicable, are not included. This offer is valid for 30 days unless otherwise extended, modified or withdrawn, in writing, by Eaton. Payments are due and payable net within thirty (30) days from the date of each invoice.



Jason Kauffman, CESSWI, Stormwater Coordinator  
STORMWATER DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626  
[jasonkauffman@goshencity.com](mailto:jasonkauffman@goshencity.com) • [goshenindiana.org](http://goshenindiana.org)

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL  
CULVER'S OF NORTH GOSHEN (JN: 2019-2028)**

DATE: January 11, 2021

---

The developer of Culver's of North Goshen (S & L Properties North Goshen, LLC), affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full Document is available upon request.

**Requested Motion: I move that we accept the post-construction stormwater management plan for the Culver's of North Goshen project as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



Jason Kauffman, CESSWI, Stormwater Coordinator  
STORMWATER DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626  
[jasonkauffman@goshencity.com](mailto:jasonkauffman@goshencity.com) • [goshenindiana.org](http://goshenindiana.org)

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL  
KEYSTONE RV PLANT 17 BUILDING ADDITIONS (JN: 2020-2014 & 2020-2038)**

DATE: January 11, 2021

---

The developer of Keystone RV Plant 17 Building Additions, is the third amendment to an existing post-construction stormwater management plan for Keystone RV located at 3313 Corrie Drive. A sufficient post-construction plan amendment compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management" has been submitted.

The Stormwater Department requests the Stormwater Board's acceptance of this plan amendment.

Full document is available upon request.

**Requested Motion: I move that we accept the post-construction stormwater management plan amendment for Keystone RV Plant 17 Building Additions as it has been found to meet the requirements of City Ordinance 4329.**

---

Following plan acceptance, please sign the attached documents where denoted.



**\*\*\*REQUEST\*\*\***

**DATE: Monday, January 11, 2021**

**TO: GOSHEN BOARD OF WORKS**

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

**RE: UNPAID FINAL ACCOUNTS**

The original amount of unpaid final Water/Sewer accounts for this period was **\$6,648.81**  
Collection letters were sent out and payments of **\$3,019.21** had been collected.

The uncollected amount equals **\$3,629.60**

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

These are accounts for the most part were finalized thru **Tuesday, September 1, 2020**

**WATER: \$2,757.83**

**SEWER: \$871.77**

**TOTALS 4-2020**

REPORT TOTAL		\$6,648.81
BPS TOTAL	<b>\$2,741.69</b>	\$3,907.12
COUNTY TOTAL	<b>\$859.71</b>	\$3,047.41
W-WRITE OFF	<b>\$16.14</b>	\$3,031.27
S-WRITE OFF	<b>\$12.06</b>	\$3,019.21
PAYMENT TOTAL	<b>\$3,019.21</b>	\$0.00
AGREEMENT TOTAL		

## PAYMENTS 4/2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
280-1390-00	KENNARD MARTIN	\$102.04
291-4980-01	CRISTINA I AMADOR CORONA	\$20.36
291-5400-01	LIFESTYLE CHIROPRACTIC & WELL	\$47.96
310-1510-03	CINDY A SOTO	\$50.00
311-5800-98	RAY L TROYER	\$51.03
311-3980-98	ACS INVESTMENTS LLC	\$36.02
316-2490-98	GT PROPERTIES	\$24.61
340-2530-07	ANDREW G MORLEY	\$39.96
402-2730-00	RGM PROPERTIES	\$54.86
403-0420-06	CHRISTOPHER D JONES	\$86.60
419-0470-06	TIMOTHY D THUT	\$93.93
423-2420-01	JEFFRY BIRKY	\$27.82
235-0550-09	VICTOR A SLATER	\$84.75
284-3410-00	MERVIN MILLER	\$249.37
311-0880-03	HEATHER M PENCE	\$87.95
311-1470-13	HANNAH BROCK	\$105.89
312-0020-98	BURNICE EAGANS	\$70.63
312-0440-00	PLANKS PRINTING SERVICE INC	\$33.94
315-0250-07	LINDA G SIMMONS	\$9.22
315-0380-03	THOMAS J FRITSCH	\$161.20
315-0660-00	ACS INVESTMENTS	\$165.43
316-1280-06	MARYANN K BAJJOKI	\$8.93
316-1870-05	CLANIA THERVILUS	\$10.20
316-2550-03	ACS INVESTMENTS	\$13.82
316-2550-06	RYAN PESHINA	\$98.70
320-2780-09	SUNSHINE HOCHSTETLER	\$37.84
340-2770-07	MARK A GRAYBILL	\$124.65
403-0010-01	AGUSTIN ARELLANO	\$362.23
405-0590-06	BRENDA S JONES	\$179.79
405-2020-04	REANNA LINDZY	\$166.16
439-0760-06	LELAH MILLER	\$191.52
444-1270-05	CLARA I ESPARZA PADILLA	\$41.89
445-3340-10	JOSELYNE PRINTEMPS JASME	\$179.91

**TOTAL PAYMENTS: \$3,019.21**

## COUNTY ACCOUNTS 4/2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
235-2830-01	DIANA E STYER	\$73.67
237-0520-06	DYNAMIC MANAGEMENT LLC	\$65.21
311-1320-03	WILLIAM E & SHARON J MALONE	\$92.15
313-1440-04	YES COMPANIES EXP FRED LLC	\$92.97
313-2070-01	YES COMPANIES EXP FRED LLC	\$115.59
313-2290-01	YES COMPANIES EXP FRED LLC	\$48.67
418-0480-05	ROBIN M MCCLURE	\$184.84
419-1250-04	MICHAEL SCHMUCKER	\$186.61

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**TOTAL:      \$859.71**

## BUSINESS PROFESSIONAL SERVICES 4/2020

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-0550-09	VICTOR A SLATER	308 W OAKRIDGE AVE	GOSHEN	IN	46528	8/10/2020	\$53.58	1/9/1976	8895	361-8406
235-0670-03	JOHN R BONTRAGER	317 W OADRIDGE AVE	GOSHEN	IN	46528	8/11/2020	\$88.43		7054	971-6348
235-2830-01	DIANA E STYER	301 W WILDEN AVE	GOSHEN	IN	46526	8/12/2020	\$61.01	11/6/1938	3099	401-3881
237-0520-06	HEIDI A OLIVER	412 N 2ND ST	GOSHEN	IN	46528	8/17/2020	\$53.85	3/6/1984	8006	214-4240
280-0660-03	ALMA C RODRIGUEZ	723 EMERSON ST	GOSHEN	IN	46526	8/20/2020	\$203.29	1/5/1980	5388	202-7534
284-3410-00	MERVIN MILLER	423 GRA ROY DR	GOSHEN	IN	46526	8/13/2020	\$202.12			971-8878
311-0880-03	HEATHER M PENCE	1015 S 16TH ST APT B	GOSHEN	IN	46526	8/25/2020	\$65.71	6/29/1976	6373	850-3677
311-1320-03	BRITTANY GREEN	1601 S 16TH ST APT 12	GOSHEN	IN	46528	8/3/2020	\$53.33	10/2/1989		336-1815
311-3700-08	RAFAEL B HERNANDEZ	806 E KERCHER RD	GOSHEN	IN	46526	8/17/2020	\$267.27	6/20/1996	0612	
312-0690-00	DOUG STUMP	1201 E PLYMOUTH AVE	GOSHEN	IN	46526		\$181.55			529-0039
313-1440-04	JAMIE LEE BRIGHT	257 WINCHESTER TRAILS	GOSHEN	IN	46526	7/6/2020	\$57.35	2/20/1982	2182	226-4857
313-2070-01	JESSICA M GIRON VEGA	24 WINCHESTER TRAILS	GOSHEN	IN	46526	8/19/2020	\$101.94	11/19/1983	8590	329-1675
313-2290-01	SAMUEL RODRIGUEZ	302 WINCHESTER TRAILS	GOSHEN	IN	46526	8/18/2020	\$37.29	8/6/1996	0773	903-5085
315-0380-03	THOMAS J FRITSCH	906 S 11TH ST	GOSHEN	IN	46528	8/31/2020	\$95.45	2/22/1981	8777	414-213-4614
316-2550-06	RYAN PESHINA	1817 TIFFANY CT APT A	GOSHEN	IN	46526	8/17/2020	\$71.87	8/19/1987	6677	
340-2770-07	MARK A GRAYBILL	1310 W CLINTON ST	GOSHEN	IN	46526	7/31/2020	\$125.30	9/30/1974	1498	727-484-8272
403-0010-01	AGUSTIN ARELLANO	518 BRIDGE ST	GOSHEN	IN	46526	8/25/2020	\$207.45	3/5/1968		304-6884
405-2020-04	REANNA LINDZY	2308 E LINCOLN AVE	GOSHEN	IN	46526	7/31/2020	\$121.71	10/31/1979	9090	
418-0480-05	DAISY MAY BROWN	508 E LAFAYETTE ST	GOSHEN	IN	46526	8/17/2020	\$118.21	9/12/1988	8347	202-8611
419-1250-04	JESSICA K ESPINOZA	118 S COTTAGE AVE	GOSHEN	IN	46526	8/31/2020	\$129.32	12/1/1996	2705	
439-0760-06	LELAH MILLER	911 W LINCOLN AVE	GOSHEN	IN	46526	8/17/2020	\$120.09	11/17/1976	4669	354-7689
444-1270-05	CLARA I ESPARZA PADILLA	2510 W WILDEN AVE	GOSHEN	IN	46528	8/12/2020	\$28.13	7/27/1992	8547	535-4175
282-0790-00	GRC INVESTMENTS LLC	1910 LIGHTHOUSE LN	GOSHEN	IN	46526	7/9/2020	\$272.39			309-1819
340-2530-07	ANDREW G MORLEY	208 HIGH ST	GOSHEN	IN	46528	7/25/2020	\$25.05	1/15/1976	6330	338-0639

**TOTAL: \$2,741.69**

# SEWER WRITE OFF 4/2020

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
419-0640-04	AMY F TODD	\$12.06

**TOTAL:        \$12.06**

**\*\* Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements\*\***

## WATER WRITE OFF 4/2020

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
316-1280-06	MARYANN K BAJJOKI	\$7.26
419-0640-04	AMY F TODD	\$8.88

**TOTAL:        \$16.14**

**\*\* Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements\*\***



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

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

January 11, 2021

To the Board of Public Works and Public Safety and Stormwater Board:

As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the 0.70 cent repair fee is to be divided and assessed per the monthly water and sewer bills.

The total expenditure in 2020 was **\$34,052.56** for water and **\$37,891.44** for sewer.

Based on the attached expenditure and yearend balance information, it is the Water Department Superintendent's recommendation that 0.50 cents be allocated to the Water Fund and 0.20 cents be allocated to the Sewer Fund in 2021.

<b>Sewer Repair Fund</b>			
<b>Year</b>	<b>Claims</b>	<b>Balance Year End</b>	<b>Assessment per Sewer Bill</b>
2007	\$15,400.40	\$87,227.12	\$0.70
2008	\$11,333.79	\$153,559.95	\$0.70
2009	\$25,368.83	\$151,593.93	\$0.20
2010	\$17,418.84	\$136,394.38	\$0.00
2011	\$74,386.98	\$78,316.97	\$0.00
2012	\$19,907.18	\$89,962.79	\$0.50
2013	\$6,274.14	\$111,871.46	\$0.30
2014	\$46,081.22	\$90,185.23	\$0.10
2015	\$41,852.98	\$70,802.22	\$0.45
2016	\$16,608.44	\$94,239.47	\$0.45
2017	\$74,303.86	\$57,285.97	\$0.35
2018	\$46,206.69	\$63,737.88	\$0.55
2019	\$105,322.53	\$19,109.39	\$0.30
2020	\$37,891.34	\$41,533.86	\$0.60
2021			\$0.20





**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

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<b>Water Repair Fund</b>			
<b>Year</b>	<b>Claims</b>	<b>Balance Year End</b>	<b>Assessment per Water Bill</b>
2009	\$10,002.11	\$9,823.30	\$0.50
2010	\$21,060.54	\$43,785.20	\$0.70
2011	\$32,050.71	\$64,731.03	\$0.70
2012	\$21,814.07	\$69,883.58	\$0.20
2013	\$15,041.79	\$89,836.71	\$0.40
2014	\$37,187.38	\$117,183.56	\$0.60
2015	\$33,903.39	\$93,912.84	\$0.25
2016	\$20,969.69	\$94,603.17	\$0.25
2017	\$40,107.06	\$85,849.13	\$0.35
2018	\$47,435.98	\$52,972.17	\$0.15
2019	\$59,240.78	\$29,935.90	\$0.40
2020	\$34,052.56	\$9,130.20	\$0.10
2021			\$0.50

Regards,

Kent Holdren  
 Superintendent  
 Goshen Water and Sewer Collections

Motion to approve the recommendation of the Goshen Utility Department to allocate 0.50 cents to the Water Maintenance Fund and 0.20 cents to the Sewer Maintenance Fund for the 2021 billing year.



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

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

1/11/21

**Requesting road closure on Wilson Ave**

To the Board of works, Public Safety and Storm water;

The Goshen Water/Sewer Department will be replacing a sewer lateral to 1411 Wilson Ave on Tuesday, 1/12/21. This will require excavating 12' deep extending across the road.

For the safety of the public and our construction crew we are requesting permission to close Wilson Ave to thru traffic, between Burdick St. and East West Lafayette St from 8:00 am Tuesday, 1/12/21 till 7:00 pm Thursday 1/14/21.

Regards;

Kent Holdren  
Superintendent of Goshen Water Department



City Clerk-Treasurer

CITY OF GOSHEN

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

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

[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

6 January 2020

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Temporary blocking of two downtown alleys Jan. 26, 27: Menno Travel Service

Geoff Landis, representing Menno Travel Service, requests temporary and intermittent closures of the alleys directly behind 210 S. Main St. and 203 S. Main St. on January 26 and 27, 2021.

Menno Travel will be relocating their business and wish to park a moving truck behind both 210 S. Main St. and 203 S. Main St. and various times to load and unload.

Suggested Motion:

Approve the temporary and intermittent closure of the alleys directly behind 203 and 210 S. Main St. on January 26 and 27, 2021 for parking of moving vehicle(s) and loading/unloading.