



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

Regular Meeting Agenda

**2:00 p.m. March 22, 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 Agenda

- (1) Request for Relief: Parking & Driveway Surface, 614 Olive St. (P. Miller)
- (2) Request for Relief: Parking & Driveway Surface, 1707 W. Clinton St. (A. Granzow)
- (3) Agreement with Cummins, Inc. for Generator Inspection and Maintenance
- (4) Resolution 2021-09: Hiring Requirements for Goshen Fire Department
- (5) Assistance to Employees: ADP W-2 Error
- (6) Add "Cross Traffic Does Not Stop" Sign at Purl St. & S. 10<sup>th</sup> St.

Privilege of the Floor

Approval of Civil City and Utility Claims

*Adjournment*

Approval  
FOR  
Gravel Drive to Carport.

3-18-21

① 574  
Penny Miller  
614 Olive St  
Goshen IN 46528

I would like Approval  
to lay gravel drive back  
and under Carport.

Carport is  $8\frac{1}{2} \times 20$   
we are taken up  
part of old drive way  
and grading IN this  
Spring.

I took over this home  
when my father Vernon Sharp  
past away in Dec 19. I started  
cleaning and repairing this  
home and yard IN Jan. 20  
we have a few subs + Campers  
with RV - Boat - and popup-  
camper will be going to our  
camp grounds to stay IN  
April 21

and few houses around us  
has dirt or gravel drives.

IN the Spring would want  
to put up dog fence 20x20  
(Chain) and later on plant  
a few trees.

Thank You  
Penny Miller

1" = 30'

60  
/ Bearing /  
/ Bearing /

with cap  
JT 890028

Corp.  
Street  
46516

46528

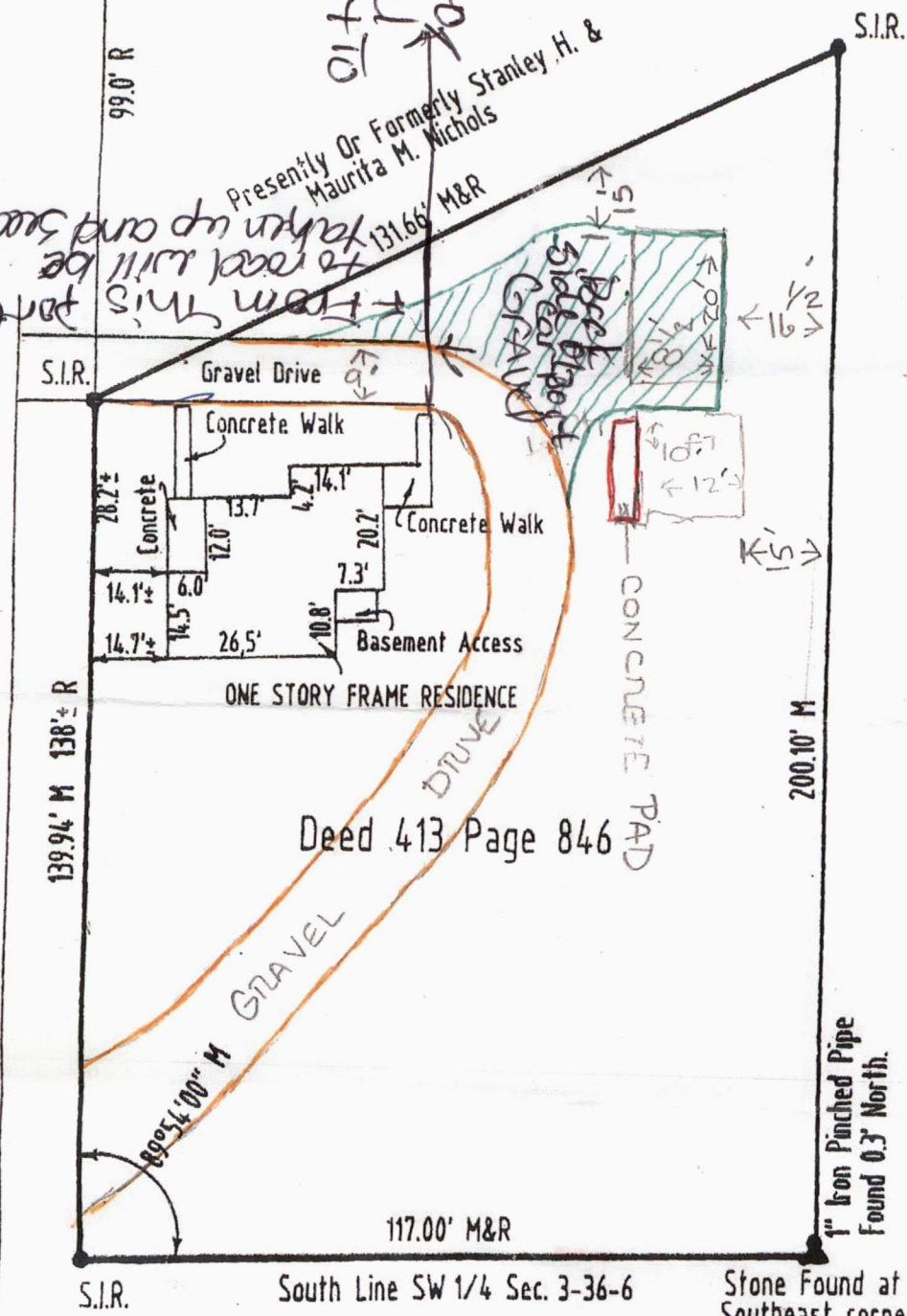
EXT #  
3600

Southeast Corner of  
Middlebury & Olive  
Streets.

When we want to  
buy gravel  
from 7-10

Presently Or Formerly Stanley H. &  
Maurita M. Nichols  
131.66' M&R

From this part  
to road will be  
taken up and  
road



SHED  
10' x 12'  
CAR PORT  
8 1/2' x 20'  
GRAVEL TO  
ADD TO  
DRIVE IS  
20' x 20'  
IN GREEN

Deed 366 Page 556

Stone Found at the  
Southeast corner of  
the W 1/2 SW 1/4 of  
Sec. 3-36-6.

Recorded  
with  
January 5,

ORANGE INK - PREEXISTING  
GRAVEL DRIVE  
RED - CONCRETE PAD 8'x8' PREEXISTING  
GREEN INK - PLACEMENT FOR NEW  
GRAVEL

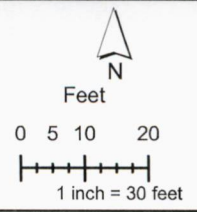




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614 Olive Street

2019 Aerial



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



3/10/2021

City of Goshen IN

Board of Public Works and Safety

Dear Board,

We purchased the Harvey Kauffman Minor Subdivision, Lot 1 and 2 almost 10 years ago. Since then we have made numerous improvements to the property.



Most recently we made improvements to the unattached garage located on the lot adjacent to Pike Street (left side of photo above). Now we would like to address access to this building by installing a driveway. The proposed driveway would be 153' long. Since this not the primary garage for the property the proposed driveway area is used for playing soccer and football as well as a driveway. Given the multipurpose use of the area we searched for an alternative driveway system that would allow both activities and function as a driveway.

Our Proposal:

To better meet our family's needs we are requesting approval to install an alternate system from the allowed materials found in the design standards and specifications for parking and driveway surfaces as adopted on June 21, 2010.

We propose to install "EasyPave Grid – Grass Paving System" manufactured by STANDARTPARK®. This system exceeds H20 / HS20 load ratings at 80,000 lb load capacity and is designed for heavy commercial traffic or residential use. The product is 100% permeable and made from 100% recycled high density poly material. It's non-toxic and UV stabilized with a temperature range of -62F to 210F.

In our installation we would install the system per the manufacturers installation instructions backfilling the grid with topsoil. Once installed the area would be reseeded making the driveway effectively disappear in the yard. We have included the product specifications and installation information in the following pages for your review.

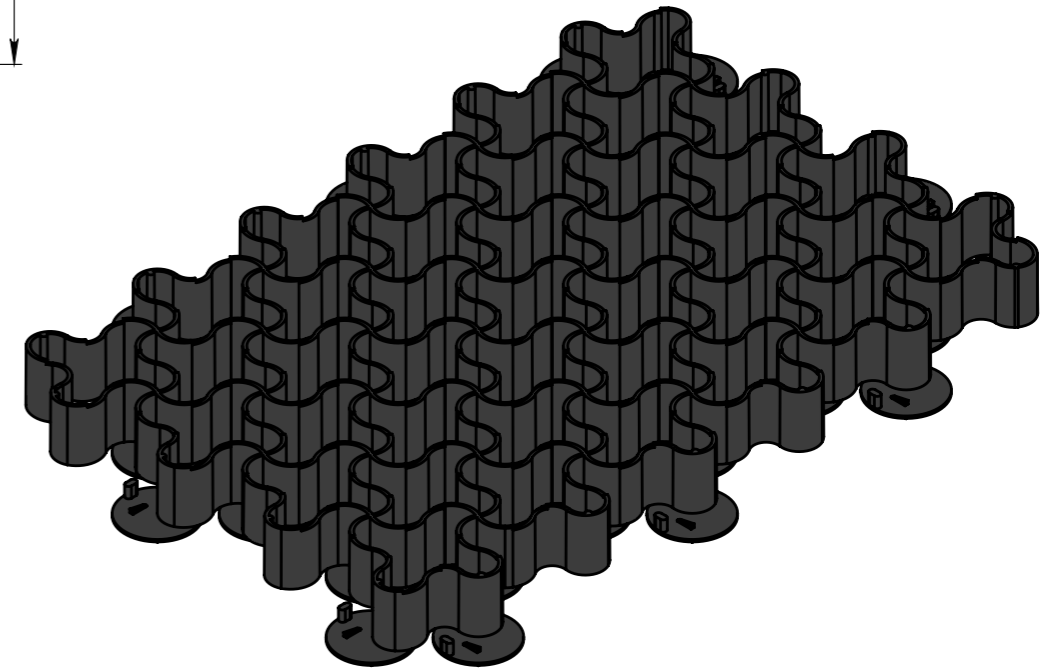
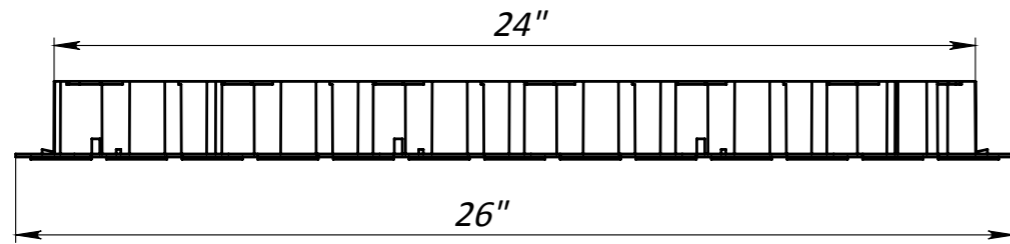
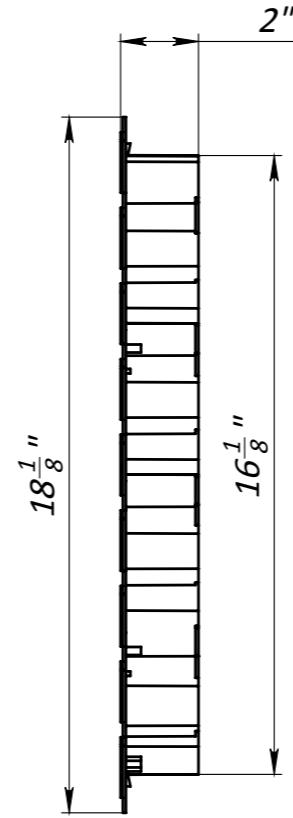
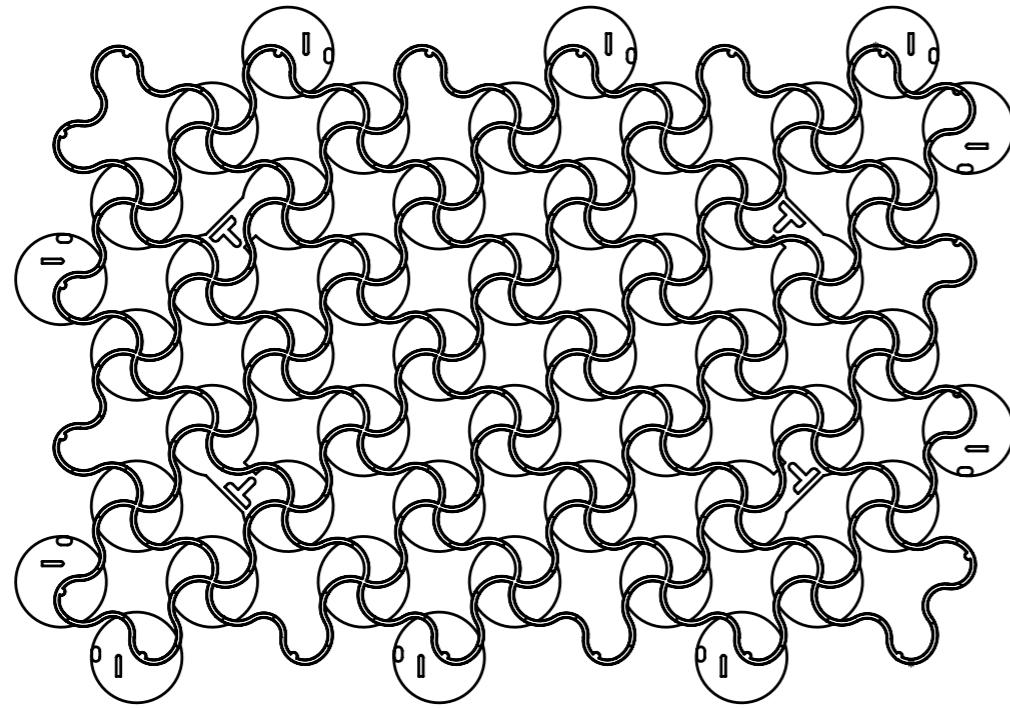
Additional information is available on the STANDARTPARK website and the YouTube video at this link.  
[https://www.youtube.com/watch?v=pLU02oQf\\_ac](https://www.youtube.com/watch?v=pLU02oQf_ac)


We would also like to keep the existing concrete approach (no driveway) on the lot. It was installed long before we purchased the property and is used by us and our neighbors for brush and leaf collection. We understand only one approach per property is allowed so we are requesting exception to allow it to remain.



Orig. Inv. No.	Sign. and date	Repl. Inv. No.	Copy inv. No.	Sign. and date	Reference No.	Primary Usage
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Plastic Lawn Grid Black



					Art. 8100-CH			
					Plastic Lawn Grid Black			
Rev.	Sheet	Doc. No.	Sign.	Data	<b>NP-LG8100-CH</b>	Let.	Weight (lb)	Scale
				05.08.17			1.5	1:5
						Sheet	Sheets 1	
					Plastic			



## FAQ's

### Can the EasyPave Grid be cut?

Yes! EasyPave can be cut with a simple hand saw or table saw with ease. We recommend laying them out first, tracing your cut, and cut to your exact preference. Then snap into place to complete your turn or curve as you like. We get asked this alot, but take your time, make your cut, and allow your project to be perfect! :-)

### Can you plow or use a snow blower over the EasyPave?

Yes absolutely you can. Snow plows and snow blowers will have no ill affect on the EasyPave grid. Just as it does not have an effect on concrete or asphalt. Just make sure you are using the appropriate height when doing your snow removal.

### So does the EasyPave have any type of warranty?

Absolutely. Standartpark's EasyPave system comes with the industries one and ONLY Lifetime Warranty. So what does this mean right? If anything goes wrong with the grid with normal wear and tear, we replace those units with no questions asked. We fully stand by our product and will do so for life. This is our thank you, to you!

### Can EasyPave work on slopes? Would it not move?

EasyPave Grid, with our anchors, can work on slopes up to and including 45%. This is the only one of its kind on the market. With that, and the addition to the traction that the EasyPave has. It works in all climate and installation conditions.

### I have some other questions. Can I call and actually speak to a person?

You can call us at anytime at 314-717-1551 with any installation questions. You will always speak to a real person from our St. Louis Missouri location. If we dont answer, leave a message and we will call you back VERY quickly.

## What makes Easypave Different?

1. Wave shape design for extra strength load class before and after fill. Will withstand 80,000 lbs.
2. Multi Flex Joints will flex to even withstand inclined installations. No other paving system will do this.
3. Anchor installations (optional) for hard instal on hill sides to hold your grid into place, not just now - but for good.
4. Slide and Lock system. Locks horizontally providing no unlocking dur to load or driving. No other paver system has this either. Making it the #1 Permeable Paver on the market today.

 **STANDARTPARK**

### PHOTO REFUND!

During the course of the year we selectively give out full and partial refunds of amazing photos that are taken with our products. Please take some great photos, and send to photos@standartpark.com

If we decided to use them on our site, you are entitled to some money!

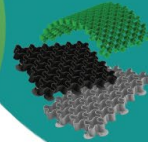
Standartpark USA  
St. Louis MO  
314-717-1551  
info@standartpark.com

# EasyPave

## Grass & Gravel Paving System Installation Guide



 **STANDARTPARK**  
**LAND**



## PREP YOUR GROUND

The Easypave Grid can go directly on top of grass and/or soil if you wish. This is including clay and gravel. However, if you want a base with good drainage for your installation, we recommend a fine crushed gravel at one to three inches in depth. A base is really only needed in extreme muddy and water running situations. With the EasyPave's "LilyPod" patent design, the disks on the bottom of the EasyPave do not allow for them to sink in the ground no matter the load that is put on them. This is not to say, you never need a base, we just like to enforce the fact that the EasyPave does not require it. If you do have any questions upon this matter please do reach out.

The most important part of this... please just make sure your area is clear of debris, removed of all large rocks and stone, and smooth out your area. We dont like to use the word "level", however make sure your area is smooth, as the EasyPave grid will contour to the likeness of your ground before installation. Take your time, make it right!

If you are laying your grid over grass, or directly on top of your lawn, please utilize our optional EasyPave anchors. Reason for this, is that you do not want your EasyPave to "float" at all on the grass. Anchor it down tight to the ground so you have a nice solid foundation for your load. The grass will grow through the grid and mature nicely.



## CONNECTION

To connect our units, its much more simple than meets the eye. You will see on the edges of the grid, all around, there are circle pads at every other point. Their are also non circle pad sections of the grid. This is simply how they connect to eachother. A pad connecting to a non pad area, so lets go through this step by step.

1. Line up the units together end to end, so you have one pad section lined up to the opposing units non pad section or opposites.
2. Lightly tuck the pads under each wave patten on the other unit, just very lightly.
3. At this point, simply push the grids together and you will hear a click. This happens when the non pad section slides up on the connection ramp on the pad section!

And honestly that is it for the paver to paver connection! For really quick installation in your area, we recommend connecting multiple units together and then attaching that long strip to the others. This makes for a 50% faster installation time!



## ANCHOR / FILL

After the grids are placed on the ground, anchoring can be done immediately. We like to note, anchoring with our EasyPave anchors are an optional choice. Mostly only needed for slope installations over 10%.

Only one to two anchors per grid is needed. Their are T Holes within the grid, 5 in total per grid. You can anchor down in any of these locations. We put so many per grid so if you do make custom cuts, you still have locations where you can anchor the grid down!

Make sure you hit the anchor down, to the bottom of the grid. Really that is it, very simple process. This accounts for a secondary hold on the grid to the ground. Not only do you have the lateral connection, but now you have a vertical hold on your slope. Best of both worlds.

So what can be used for filler? Pretty much anything but here are our suggestions.

1. Grass / Sod - if you are doing a grass or sod installation, we recommend one of the following options.
  - a. Lay the grid, fill with soil and then seed, allow for the grass to mature before driving.
  - b. Lay the grid, fill with soil and then lay your sod on top for it to take root in the soil within the grid.- Please note you can also lay the grid directly on the grass and allow it to grow through, this just will take time and patience of course.
2. Gravel - we recommend 1/2 inch or less for gravel fill.  
- We get asked alot how much gravel to fill? This is a question we cant answer correctly as all gravel and instals are different. We recommend laying the grid, getting a small amount of gravel and filling in a small area. This will give you a really accurate estimate on how much you need
3. You can leave empty if you wish as well! Its that strong!





**ENGINEERING & ZONING CLEARANCE – BUILDING PERMIT APPLICATION  
CITY OF GOSHEN, INDIANA**

Landowner/Applicant: \_\_\_\_\_ Phone: \_\_\_\_\_ Date: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Zip Code: \_\_\_\_\_

**PROPOSED USE/CONSTRUCTION:** \_\_\_\_\_  
Building Address: \_\_\_\_\_ Twp: \_\_\_\_\_

**PROPOSED CONSTRUCTION:** \_\_\_\_\_ Zoning District: \_\_\_\_\_

Contractor: \_\_\_\_\_ Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Approx. Cost: \_\_\_\_\_

Lot No. \_\_\_\_\_ Corner Interior Through Subdivision: \_\_\_\_\_

Lot Width: \_\_\_\_\_ Lot Depth: \_\_\_\_\_ SF/Acres: \_\_\_\_\_ Existing Use: \_\_\_\_\_

Public Sewer Public Water Well Septic System Flood Zone Designation: \_\_\_\_\_

Dedicated Road Private Road Sidewalk Required Landscaping Required

Size: \_\_\_\_ X \_\_\_\_ Square Footage: \_\_\_\_\_ Coverage: \_\_\_\_% Height: \_\_\_\_\_ ft/story

**Setbacks measured from the furthest projection to the property line:**

Front \_\_\_\_\_ Rear \_\_\_\_\_ Side \_\_\_\_\_ Side \_\_\_\_\_

Conventional Manufactured Home Type I (HUD Certified) Modular Home (PL 360 Certified) Mobile Home

For Manufactured/Modular/Mobile Homes, Installer's State ID #: \_\_\_\_\_

Deck \_\_\_\_\_ sq. ft. Patio \_\_\_\_\_ sq. ft. Porch \_\_\_\_\_ sq. ft. Basement: \_\_\_\_\_ Finished \_\_\_\_\_ sq. ft.

1st story \_\_\_\_\_ sq. ft. 2nd story \_\_\_\_\_ sf Garage: Attached Detached \_\_\_\_\_ sq. ft. Total sq. ft.: \_\_\_\_\_

Subcontractors: Electrical \_\_\_\_\_ Mechanical \_\_\_\_\_ Plumbing \_\_\_\_\_

Temp electric: Yes No Central air: Yes No IPC IRC Total # plumbing fixtures \_\_\_\_\_

Principal Building Accessory Structure Addition Remodeling Rental unit: Yes No

Parking required \_\_\_\_\_ Parking provided: \_\_\_\_\_

Parking/Driving aisle setbacks: Front \_\_\_\_\_ ft Rear \_\_\_\_\_ ft Side \_\_\_\_\_ ft Side \_\_\_\_\_ ft

*The information on this application together with attachments thereto are true and complete. I agree that all structures and uses, as indicated, will comply with the standards and restrictions for the Zoning District in which they are located, and that any deviation there from will render this certificate null and void.*

Date: \_\_\_\_\_ Signed:  Owner/agent \_\_\_\_\_

**ENGINEERING CLEARANCE**

The following have been approved by Goshen Engineering:

Water/Sewer Site Plan Stormwater Clearance Post-construction Plan

Driveway Permit: Commercial Residential Industrial Date Issued: \_\_\_\_\_

Engineering Project Number: \_\_\_\_\_

Conditions of Approval: \_\_\_\_\_

*I have examined the above application for compliance with Engineering Department requirements. On the basis of the information submitted it is hereby determined that Engineering Department requirements have been met to allow a Zoning Clearance to be granted.*

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ By/For City Engineer

**ZONING CLEARANCE**

Sign: Temporary/Mobile Location: \_\_\_\_\_ Dates used: \_\_\_\_\_ Time Left: \_\_\_\_\_

Staff Comments: \_\_\_\_\_

**PLANNING INSPECTION REQUIRED BEFORE CERTIFICATE OF OCCUPANCY IS ISSUED**

Variance: Granted Denied Board Action Date: \_\_\_\_\_

Conditions: \_\_\_\_\_

**Zoning Clearance Fee for Primary Buildings: Paid:** \_\_\_\_\_

*I have examined the above application, including site plan, for compliance with all requirements of the Zoning Ordinance. On the basis of the information submitted it is hereby determined that a Zoning Clearance shall be granted.*

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ By/For Zoning Administrator

*This certificate applies to Zoning Clearance **only** and does not satisfy the requirements of any applicable building or engineering codes or permits required.*



**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](http://www.goshenindiana.org)

To: The Board of Public Works & Safety  
From: Bodie J. Stegelmann  
Date: March 18, 2021  
Subject: Agreement Amendment with Cummins, Inc.

The City seeks to enter into an Agreement with Cummins, Inc. to perform inspections and maintenance on Two (2) City of Goshen generators. The Agreement Amendment term is for 2 years for an amount of Two Thousand Thirty and 18/100 Dollars (\$2,030.18) per year for a total contract price of Four Thousand Sixty and 36/100 Dollars (\$4,060.36).

**Suggested Motion:** To approve an Agreement with Cummins, Inc. to perform inspections and maintenance on Two (2) City of Goshen generators, for a Two (2) year period for a total contract price of Four Thousand Sixty and 36/100 Dollars (\$4,060.36).



# AGREEMENT

## PLANNED MAINTENANCE OF CITY GENERATORS

THIS AGREEMENT is entered into on this \_\_\_\_ day of March, 2021, which is the last signature date set forth below, by and between Cummins, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety Park, hereinafter referred to as “City.”

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide planned equipment maintenance on two (2) City of Goshen generators.

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

### **Section 1. SCOPE OF SERVICES**

Contractor shall provide City the following services which shall include the provision of all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete, in a workmanlike manner, inspection and full service planned equipment maintenance on the following two (2) City of Goshen generators:

Location:	2203 E. Clinton	308 N. 5th Street
Make:	Cummins	Kohler
Model:	C30 N6	750 REOZMD
Serial #:	H180404348	33JDGMFP0003

#### **(A) INSPECTION & DIAGNOSTIC TESTING**

Contractor’s inspection for each generator shall include:

##### Battery & Battery Charger System

- Check battery charger functions
- Check cable connections, termination cleanliness and security
- Check electrolyte level, vent caps of all cells in the starting batteries
- Perform battery Conductance Test

##### Fuel System

- Inspect main tank/day tank fuel level
- Inspect day tank controls and pumps. Test operate day tank controls (where available)
- Inspect all fuel hoses, clamps, pipes, components, and fittings
- Inspect governor linkage
- Visually inspect rupture/containment basin
- Perform water in Fuel Test - Sub-base, day tanks

##### Engine Cooling System

- Inspect all hoses and clamps for leaks, coolant level and condition
- Inspect radiator cap and filler neck condition
- Inspect drive belts, observe alignment and deflection
- Observe coolant heater operations
- Utilize DCA test strip to record coolant properties
- Inspect radiator surfaces, shrouds, and barriers for obstruction

- Visually inspect low temperature after cooler coolant  
Engine & Lubrication System
- Inspect lubrication system (visually check oil level)
- Inspect crankcase ventilation system
- Inspect spark ignited ignition system  
Intake/Exhaust System
- Inspect air cleaner element and entire intake system
- Inspect exhaust system and rain cap
- Inspect louver operations  
Generator Controls & Power Connections
- Visually inspect all engine mounted wiring, senders, and devices
- Visually inspect all control mounted components and wiring
- Lamp test all lights and indicators
- Visually inspect breaker and power connections
- Manually operate generator main breaker(s) open and closed  
Generator Operations
- Start and observe generator and equipment operations
- Verify engine and generator safeties for proper operation
- Perform system test with load  
Automatic Transfer Switch (Paralleling Switchgear, Bypass Switchgear, Manual Transfer Switches)
- Visually inspect all power and control wiring
- Visually inspect switch mechanism and enclosure
- Visually inspect controls and time delays settings
- Verify function of exercise clock.

**(B) FULL SERVICE**

Contractor shall provide “Full Service” maintenance for each generator which shall include:

Operational & Functional Review of Generator Critical Components

- Inspect engine cooling fan & fan drives for excessive wear or shaft wobble
- Check all pulleys, belt tensioners, slack adjusters & idler pulleys for travel, wear & overall condition
- Inspect/lubricate drive bearings, gear or belt drives, lovejoy and other shaft connecting hardware

Lubrication Oil and Filtration Service

- Change engine lubrication oil, must use manufactures specified viscosity weight oil
- Change primary lubrication and bypass filters
- Change fuel filters
- Post lube service operation of genset (unloaded) at rated temperature
- Oil sample for laboratory analysis

Contractor shall schedule service calls at least 24 hours ahead of time and as agreed to between Contractor and the applicable City Department. Contractor shall perform all service adjustments in accordance with manufacturer’s specifications using required tools and procedures.

Contractor shall provide the City with a written report within 24 hours from the time of service.

Contractor agrees to provide normal and emergency service as may be requested by the City with an emergency response time maximum of four (4) hours.

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 services for the City.

**Section 2. TERM OF THE AGREEMENT**

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

The initial term of the contract shall commence upon execution of this agreement and extend through December 31, 2022. Work on the project shall begin within a reasonable time upon execution of this agreement and shall be completed by September 1st each year for each of 2021 and 2022.

**Section 3. COMPENSATION**

The City agrees to compensate Contractor for the work performed in this contract in the amount of Two Thousand Thirty and 18/100 Dollars (\$2,030.18) per year for a total contract price of Four Thousand Sixty and 36/100 Dollars (\$4,060.36).

The City agrees to compensate Contractor for normal and emergency service work performed as may be requested by the City based on hours actually worked at the following rates quoted by Contractor:

\$138.00 per Hour – Normal Business Hours (M-F/8-5)

\$207.00 per Hour-Overtime

\$276.00 per Hour-Sundays/Holidays

\$1.90 per Mile

The City agrees to compensate Contractor a ten percent (10%) markup on parts.

Payment(s) to Contractor for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for services completed provided satisfactory performance of Contractor has been attained. The detailed invoice shall include the total contract amount, payments to date and remaining contract balance. 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.

**Section 4. INDEPENDENT CONTRACTOR**

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons



or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

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

**Section 5. NON-DISCRIMINATION**

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

**Section 6. EMPLOYMENT ELIGIBILITY VERIFICATION**

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

**Section 7. CONTRACTING WITH RELATIVES**

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

**Section 8. NO INVESTMENT IN IRAN**

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

**Section 9. INDEMNIFICATION**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

**Section 10. INSURANCE**

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

**Section 11. FORCE MAJEURE**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days,

the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

**Section 12.    DEFAULT**

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

**Section 13.    TERMINATION**

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

**Section 14.    NOTICE**

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

City:                    City of Goshen, Indiana



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

Contractor: Cummins, Inc.  
Attention: Russell Laesch  
3415 Coliseum Blvd. West  
Fort Wayne, IN 46808

**Section 15. ASSIGNMENT**

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

**Section 16. AMENDMENTS**

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

**Section 17. WAIVER OF RIGHTS**

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

**Section 18. APPLICABLE LAWS**

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

**Section 19. MISCELLANEOUS**

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

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

**Section 20. SEVERABILITY**

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

**Section 21. BINDING EFFECT**

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

- Intentionally Left Blank -

**Section 22. ENTIRE AGREEMENT**

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

**Section 23. AUTHORITY TO BIND CONTRACTOR**

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

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

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

**Cummins, Inc.**

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

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

Its:

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

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

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

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



**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)

March 22, 2021

**To:** Board of Public Works and Safety  
**From:** Shannon Marks, Legal Compliance Administrator  
**Subject:** Resolution 2021-09, Hiring Requirements for Goshen Fire Department

Resolution 2021-09 is to revise the basic requirements for employment to the Goshen Fire Department as set forth in the Department's Rules and Regulations.

The revision will require applicants to possess either an EMT Basic certification or Firefighter I/II certification. In addition, language was included that will require a candidate to enter into an agreement with the city when the Board extends a conditional offer of employment as we do currently. The agreement will include provisions regarding the candidate 1) obtaining either the EMT Basic or Firefighter I/II certification (whichever the candidate does not already possess); 2) becoming a paramedic; and 3) serving as a paramedic.

**Suggested Motion:**

Move to adopt Resolution 2021-09, Hiring Requirements for Goshen Fire Department.

## RESOLUTION 2021-09

### Hiring Requirements for Goshen Fire Department

WHEREAS the Goshen Board of Public Works and Safety has previously adopted City of Goshen Fire Department Rules and Regulations, which include a policy that establishes minimum criteria for the hiring of new firefighters.

WHEREAS the current rules and regulations require that an applicant must have obtained a State of Indiana EMT certification prior to being hired by the Goshen Fire Department.

WHEREAS the Goshen Fire Department seeks to revise current policy to allow applicants to have either obtained a State of Indiana EMT Basic certification or a Firefighter I/II certification.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that Section 1, Subsection C.(1) of the City of Goshen Fire Department Rules and Regulations be revised to read as follows:

#### C. BASIC REQUIREMENTS FOR EMPLOYMENT TO THE DEPARTMENT

(1) The applicant shall have attained the age of 21. He/she must be a United States citizen or eligible to work in the United States. No person shall be appointed to the department until he/she has first successfully passed all required written, oral, physical, and medical entrance examinations. A high school education or equivalent and, at a minimum, an EMT Basic or a Firefighter I/II certification is required. Each applicant who is hired by the fire department must enter into a conditional offer of employment agreement with the City of Goshen, Indiana in which the applicant agrees to obtain a State of Indiana EMT license and obtain a Firefighter I/II certification; obtain a State of Indiana Paramedic license; and serve as an active paramedic for the Goshen Fire Department, all consistent with City Policies, Fire Department Policies, and provisions of the hired applicant's conditional offer of employment agreement.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 22, 2021.

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Jeremy P. Stutsman, Mayor

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Mary Nichols, Member

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Michael A. Landis, Member





**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)

21 March 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: Assistance for Subset of City Employees (38) Affected by ADP W-2 Error

Thirty-eight (38) City employees still do not have the accurate W-2's (or W-2c's) they need in order to file – or in some cases amend – their tax returns. This is causing significant stress for many of these employees, and in individual cases may have concrete consequences. We are asking the board to support the City seeking outside professional tax preparation and/or support for any of these 38 employees who may need it as a result of this problem, and also to approve of the City reimbursing affected city employees for documented direct expenses incurred as a result of this delay.

Finance Department's intention would be, in turn, to seek compensation from the City's payroll vendor, ADP, due to their failure to remedy their own errors in a reasonable timeframe.

In May of 2020, ADP erred in administering sick leave required by the federal CARES Act by awarding the City a tax credit it was not eligible for as a municipality. It took work by both city staff and our municipal advisors for ADP to acknowledge any problem. Then their fix of that problem "broke" other things, and so on. That pattern continues up to present. All 38 affected city employees took some amount of that particular type of paid sick leave in 2020.

The City has known for many weeks what the correct W-2 numbers should be, but ADP simply cannot or will not make all of the necessary corrections. Critically, they have not corrected the incorrect initial reports to the IRS and Indiana Department of Revenue so that corrected employee W-2 amounts will match what the state and feds are expecting.

After escalating this problem to ADP's highest service level more than a month ago, we have finally given up and are working with a specialty payroll tax group in Wisconsin that is under the BakerTilly umbrella. They will be able to amend ADP's erroneous reporting directly with the Social Security Administration, allowing us to issue corrected W-2's to these city employees. The Wisconsin BakerTilly group will then review and supplement the audit trail we have been generating to prepare for appropriate follow-up with ADP.



**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: Engineering Department

RE: **INTERSECTION OF PURL AND 10<sup>TH</sup>**  
**PROJECT NO. [STREETS BY NAME/10<sup>TH</sup>]**

DATE: March 19, 2021

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The Engineering Department has recently received a letter from Deanna Minnick requesting the placement of a “cross traffic does not stop” sign below the stop sign on the northbound approach of 10<sup>th</sup> Street to Purl Street. Her letter, including the page with additional signatories, is attached. Engineering inquired with Deanna about the potential to make the intersection an all-way stop given the location adjacent to the school. She stated that she and her colleagues felt that this would likely have a significant impact on traffic after school and they think the “cross traffic does not stop” sign would go a long way if increasing awareness of drivers. On March 18, the Traffic Commission unanimously supported a recommendation to place the sign as requested.







GOSHEN HIGH SCHOOL GUIDANCE DEPARTMENT

401 Lincolnway East • Goshen, IN 46526 | (574) 533-8651 | Fax (574) 534-9792 | [www.goshenschools.org](http://www.goshenschools.org)

February 23, 2021

To Whom It May Concern:

A number of Goshen High School employees (see attached signatures) have become concerned about the amount of near-accidents occurring at the corner of 10<sup>th</sup> Street and Purl Street. It is not uncommon for northbound traffic on 10<sup>th</sup> Street to fail to yield the right away to Purl Street traffic.

In order to raise awareness and reduce the amount of traffic hazards at this intersection, we propose that a yellow "cross traffic does not stop" sign be added below the stop sign for northbound 10<sup>th</sup> Street traffic at the Purl Street intersection.

Thank you for your consideration and prompt attention to this matter!

A handwritten signature in black ink that reads "Deanna Minnick". The signature is written in a cursive style.

Deanna Minnick  
574-309-0397  
GHS Registrar & Goshen Resident  
(on behalf of attached signees)





GOSHEN HIGH SCHOOL GUIDANCE DEPARTMENT

401 Lincolnway East • Goshen, IN 46526 | (574) 533-8651 | Fax (574) 534-9792 | www.goshenschools.org

We, the undersigned, are in support of the addition of a "cross traffic does not stop" sign for northbound traffic at 10<sup>th</sup> Street and Purl Street.

	Printed Name	Signature	Date
1.	Jesselle Schrock	Jesselle Schrock	2/22/21
2.	Jamie Lehman	Jamie S. Lehman	2/22/21
3.	Linda Dickerson	Linda Dickerson	2/22/21
4.	Jeremy McLaughlin	Jeremy McLaughlin	2/22/21
5.	DAVID Post	David Post	2/22/21
6.	Brian O'Leary	Brian O'Leary	2/22/21
7.	Kyata Hartman	Kyata Hartman	2/23/21
8.	Katie O'Leary	Katie O'Leary	2/23/21
9.	Steve Snyder	Steve Snyder	2/23/21
10.	Monica Stutzman	Monica Stutzman	2/23/21
11.	Amy King	Amy King	2/23/21
12.	Laverne Stetter	Laverne Stetter	2/23/21
13.	Lindsey Kroening	Lindsey N. Kroening	2/23/21
14.	Liliana Embiz	Liliana Embiz	02/23/21
15.			