



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. May 3, 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 – April 26

Approval of Agenda

- (1) Special Event: St. John The Evangelist Catholic Church
- (2) Special Event: Rollerskate to Liberate
- (3) Special Event: Interra Shred-It Days
- (4) Memorial Day Parade
- (5) Variance Requests: Sewer & Water Tap, Parking & Driveway Surface - Affinity RV
- (6) Agreement with Ergo Resource Mgmt for Potassium Cyanide Disposal
- (7) Award Quote for Medium Duty Dump Truck and Approve Agreement with Eby Ford Sales, Inc.
- (8) Agreement with Comcast Cable for Broadband Internet
- (9) Water and Sewer Unpaid Final Accounts
- (10) Kids Triathlon Banner Over Main St.



- (11) Indiana Ave. Lane Restriction for WWTP Improvements, JN: 2019-0025A
- (12) West Goshen Tree Removal for Sidewalk Paving Program, JN: 2021-0001
- (13) Douglas, Reynolds, 16th St. Road Closure, JN: 2020-0017
- (14) E. Reynolds Rolling Road Closures, JN: 2020-0017
- (15) West Goshen Neighborhood Cleanup Trash Trailer Fee

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of April 26, 2021 Regular Meeting

Board of Public Works & Safety and Stormwater Board

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

Present: Chair Jeremy Stutsman, Member Mary Nichols

Absent: Member Mike Landis

Minutes from April 12 and April 19 were presented.

Nichols/Stutsman moved to approve the minutes as presented. Passed 2-0

Mayor Stutsman suggested adding Request for Road Closure and Police Memorial Week.

Nichols/Stutsman moved to approve the agenda as suggested. Passed 2-0

Mechanical License: Patrick K. McKelvey of Emergency Power Sources, LLC

Assistant Building Commissioner Myron Grise presented the request.

Grise stated that as long as the license is renewed, the holder does not need to retake the test.

Nichols/Stutsman moved to approve the Mechanical License for Patrick K. McKelvey for the City of Goshen. Passed 2-0

Electrical License: Daniel J. Kierpaul of D & D Electric

Grise presented the request.

Nichols/Stutsman moved to approve the Electrical License for Daniel J. Kierpaul for the City of Goshen. Passed 2-0

Lease Agreement with Horizon Education Alliance, Inc.

City Attorney Bodie Stegelmann presented the packet memo.

Nichols/Stutsman moved to approve the Lease of Building Space with Horizon Education Alliance, Inc. and authorize Mayor Stutsman to execute such agreement. Passed 2-0



Agreement for Lawn Services with Colin Avila dba Yardshark

Legal Compliance Administrator Shannon Marks presented the packet memo.

Marks stated that if any property were to sell, the agreement can be amended.

Nichols/Stutsman moved to approve and execute the Agreement of Lawn Service with Colin Avila dba Yardshark. Passed 2-0

Downtown Main Street Streetscape Entry Arch Evaluation and Design, JN: 2016-0038

Director of Public Works Dustin Sailor presented the packet memo.

Mayor Stutsman added that Economic Improvement District Board is committing \$10,000.00 to the design.

Nichols/Stutsman moved to award the evaluation and design of the downtown Main Street arches to JPR for a time and materials not to exceed amount of \$30,000.00. Passed 2-0

Agreement for Tree and Stump Removal, JN: 2021-0001

Sailor presented the packet memo.

Sailor stated that this company has been used before. Added the agreement is not ready for Board approval. Also stated that Brad Baron was the bidder.

Nichols/Stutsman moved to have the Mayor sign the agreement with Brad Baron to remove 14 trees and stump grind for the Sidewalk Paving Program for the amount of \$12,500.00. Passed 2-0

Road Closure, 400-block of North 8th Street

Superintendent of Goshen Water Department Kent Holdren presented the packet memo.

Nichols/Stutsman moved to approve the closure of North 8th Street to thru traffic, between Center Street and Summit Street, on Wednesday April 28, 2021 starting at 8:00 a.m. and reopening on Friday evening April 30, 2021. Passed 2-0



Road Closure, 1100-block of West Avenue

Holdren presented the road closure request. (*Attached as Exhibit A*)

Nichols/Stutsman moved to approve the closure of West Avenue to thru traffic, between Winter Avenue and Harrison Street, on Wednesday April 28, 2021 starting at 8 a.m. and reopening on Tuesday May 4, 2021. Passed 2-0

East Reynolds Street Lane Restrictions, JN: 2020-0017

Sailor presented the packet memo.

Nichols/Stutsman moved to approve lane restrictions along Reynolds Street, east of Lincolnway East, from April 26 until May 6, 2021. Passed 2-0

North Main Street Lane Restrictions, JN: 2016-0020

Sailor presented the packet memo.

Nichols/Stutsman moved to approve the North Main Street partial lane restriction between Pike Street and Middlebury Street on April 27 to April 29, 2021. Passed 2-0

Moving/Storage Container Placement, 300-block South 5th Street

Clerk–Treasurer Adam Scharf presented the request.

Sailor stated that a type 3 barricade would be needed if the container were to use a parking spot.

Nichols/Stutsman moved to approve the placement of a moving and storage container in the street parking area in front of 322 South 5th Street from May 24 to May 31, 2021; if a parking spot is used, must contact Street Department for barricades. Passed 2-0

Goshen Government Operation Climate Action Plan

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

Mayor Stutsman stated that this document is currently in the draft stage and will continue to be a living document; will change and be revised as technology changes.

Stutsman/Nichols moved to table for a future date. Passed 2-0



Police Memorial Week

Division Chief Shawn Turner presented the request for a road closure for Police Memorial Week.

Turner stated the memorial shall be held on May 11 starting at 10 a.m. for at least one hour; barricades would be needed.

Mayor Stutsman encouraged the community to attend.

Nichols/Stutsman moved to approve the closure of Jefferson/Main and Jefferson/5th Street on May 11 at 10 a.m. for the Police Memorial. Passed 2-0

Privilege of the Floor

No one spoke.

Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn. Passed 2-0

Adjournment at 2:27 p.m.

Exhibit A: Road Closure, 1100-block of West Avenue. (2 pages)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

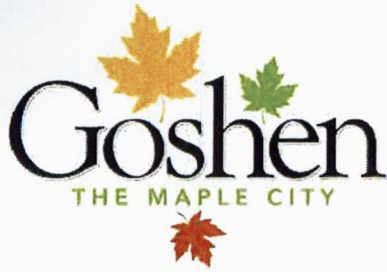


Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

Exhibit A: Request for Road Closure, 2 pages



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
kentholdren@goshencity.com • www.goshenindiana.org

4/26/2021

Request for Road Closure on the 1100 block of West Ave.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be replacing a Manhole at 1117 West Ave

The work will require excavation of the road, with a trench that will be approximately 15' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close West Ave to thru traffic, between Winter Ave. and Harrison St. on Wednesday 4/28/21, starting 8:00 am, and reopening for traffic on Tuesday evening 5/4/21.

See attached map for reference.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren
Superintendent of Goshen Water Department



6 Ductile Iron

Winter Ave

8"

6 Cast Iron

12" VCP

8" PVC

6" CIP

Harrison St.

12 Cast Iron



St. John The Evangelist Catholic Church

109 West Monroe Street • Goshen, IN 46526 • (574) 533-3385

April 26, 2021

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

Our plans are for a Procession in celebration of Corpus Christi to be held on Sunday, June 6, 2021 on the Grounds of St. John the Evangelist Church. In order to safely allow our parishioners to join in the procession; we request the Board's permission to block Monroe Street and a section of South Third St. along our school building for this event. We ask that it be blocked from 12:00 p.m. until 12:50 p.m. when the event is completed.

I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista
Pastoral Associate
St. John the Evangelista Catholic Church
109 W. Monroe St. Goshen, IN 46526
574-533-3385 ext. 1212
jevangelista@stjohncatholic.com

To: City of Goshen

From: Rollerskate to Liberate Inc, a 501(c)(3) organization

Contact information: c: 574-596-7465 e: sarah@rollerskatetoliberate.org

Hello, my name is Sarah Virgil and I am the founder/president of Rollerskate to Liberate (rollerskatetoliberate.org). We move to gather advocates, empower survivors, and take preventative action against human trafficking and exploitation. As a Goshen born and raised native, I am hoping to get the city's approval to host a community event in downtown Goshen, IN on June 12th.

Below you will see the event details, a list of our approved sponsors and partners, what we are seeking approval for, and a map of the event. Please do not hesitate to reach out with any questions or concerns. Thank you!

Event Details:

Event link: <https://fundraisinghub.rollerskatetoliberate.org/goshen/>

Name of Event: Move for the Movement: Healthy Mind, Healthy Body, Healthy Relationships

When: June 12th, check in begins at 1pm EST. Closing ceremonies will begin at 3:30pm.

Participants and sponsors will wrap up and be out of event areas by 4:30pm.

Where: Powerhouse Parking Lot

Route: 1.3 miles through downtown (map below)

Purpose: To support Elkhart County and our fight to prevent and eliminate human trafficking and exploitation. This family-friendly event will loop through downtown Goshen and present 10 quick 5-minute activities to help promote healthy relationships and provide tips for individuals to live a lifestyle that prevents exploitation and betters our community!

Benefitting: In partnership with Bashor Children's Home, 10% of all sponsorships and donations will go towards their new facility to assist youth survivors of abuse, human trafficking, and exploitation. The remaining 90% of donations will go towards Rollerskate to Liberate's ability to provide professional development and work opportunities to survivors of human trafficking with whom we collaborate to create our family-friendly RS2L Learning Hub, an online platform dedicated to educating and teaching individuals about human trafficking risk factors and how to take preventative action to end exploitation.

Sponsors & Partners:

Bashor Children's Home - Partner

Froggy 102.7 - Official Media Sponsor

Allies Inc - Diamond sponsor

Oaklawn Psychiatric Center - Diamond Sponsor

Ten Thousand Villages - Diamond Sponsor

Reverie - Gold Sponsor

Venturi Pizza - Gold Sponsor

Virgil Deli Provisions - Gold Sponsor

Goshen Brewing Co - Silver Sponsor

Found - Silver Sponsor

I M SHE - Silver Sponsor
Old Hoosier Meats - Silver Sponsor
Dutch Maid Bakery - Silver Sponsor

Seeking Approval For:

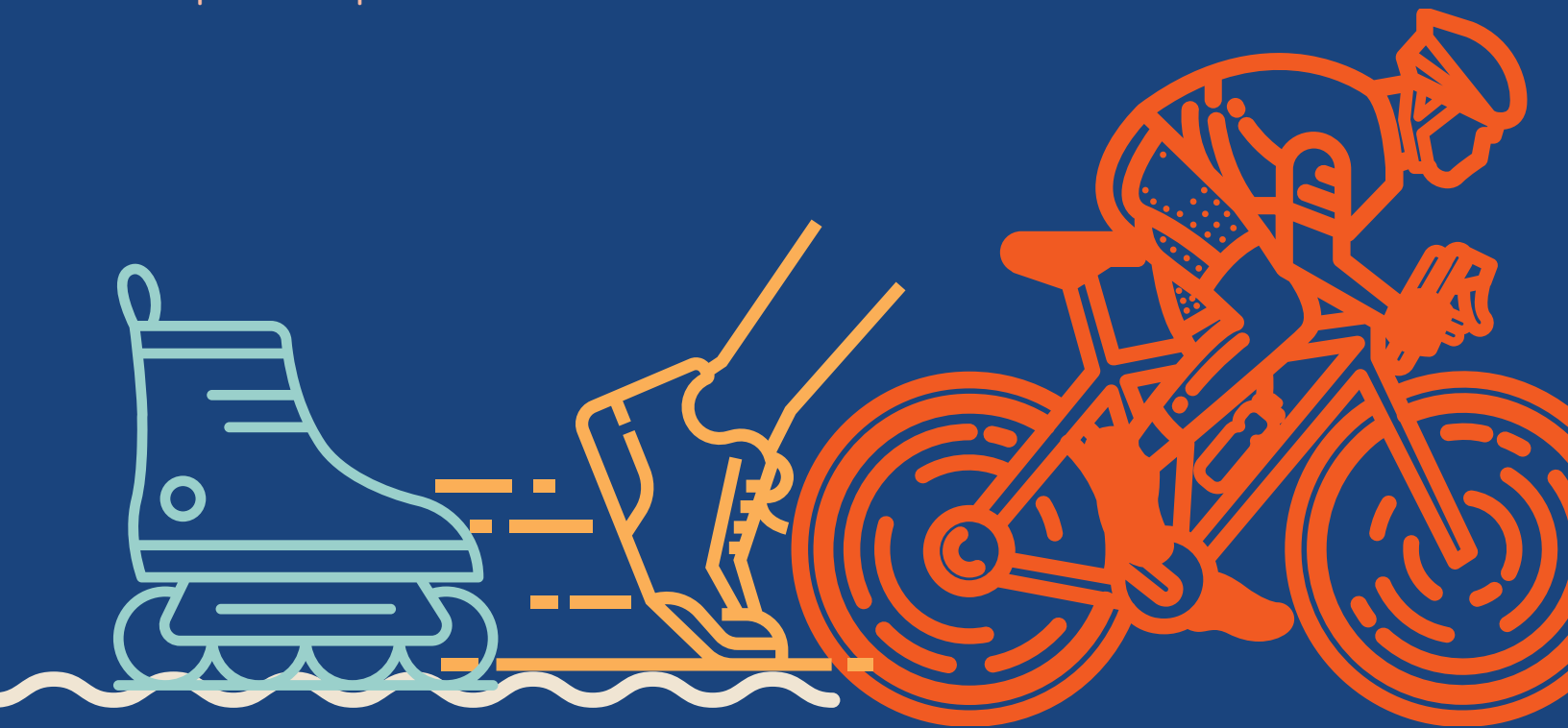
- Road closures for our route
 - Main street from Jefferson to Clinton St.
 - Washington and 3rd to the Millrace Trail connection/GBC
- City help or volunteers to direct traffic for part of the route
 - Clinton and 3rd to Washington and 3rd
 - Millrace trail bridge to W Jefferson St and Main
 - Clinton and Main to Clinton and 3rd
- Ability to host check in, closing ceremonies, sponsored booths, Froggy 102.7's van and live media presentations from Irish Dave in the Powerhouse Parking Lot behind Interra Credit Union and Goshen Brew Co. (Interra has already approved parking can take place in their lot.)
- City of Goshen promoting event on appropriate community calendars and webpages

MOVE FOR THE MOVEMENT



HEALTHY MIND, HEALTHY BODY,
HEALTHY RELATIONSHIPS

Goshen, IN
June 12, 2021
1pm - 4pm



fundraisinghub.rollerskatetoliberate.org/goshen

ABOUT THE EVENT

This June 12th come '**Move for the Movement**' to support Elkhart County and our fight to prevent and eliminate human trafficking and exploitation.

This family-friendly event will loop through downtown Goshen and present quick 5-minute activities to help promote healthy relationships and provide tips for individuals to live a lifestyle that prevents exploitation and betters our community!

Rollerskating NOT Required!

fundraisinghub.rollerskatetoliberate.org/goshen

THE PURPOSE

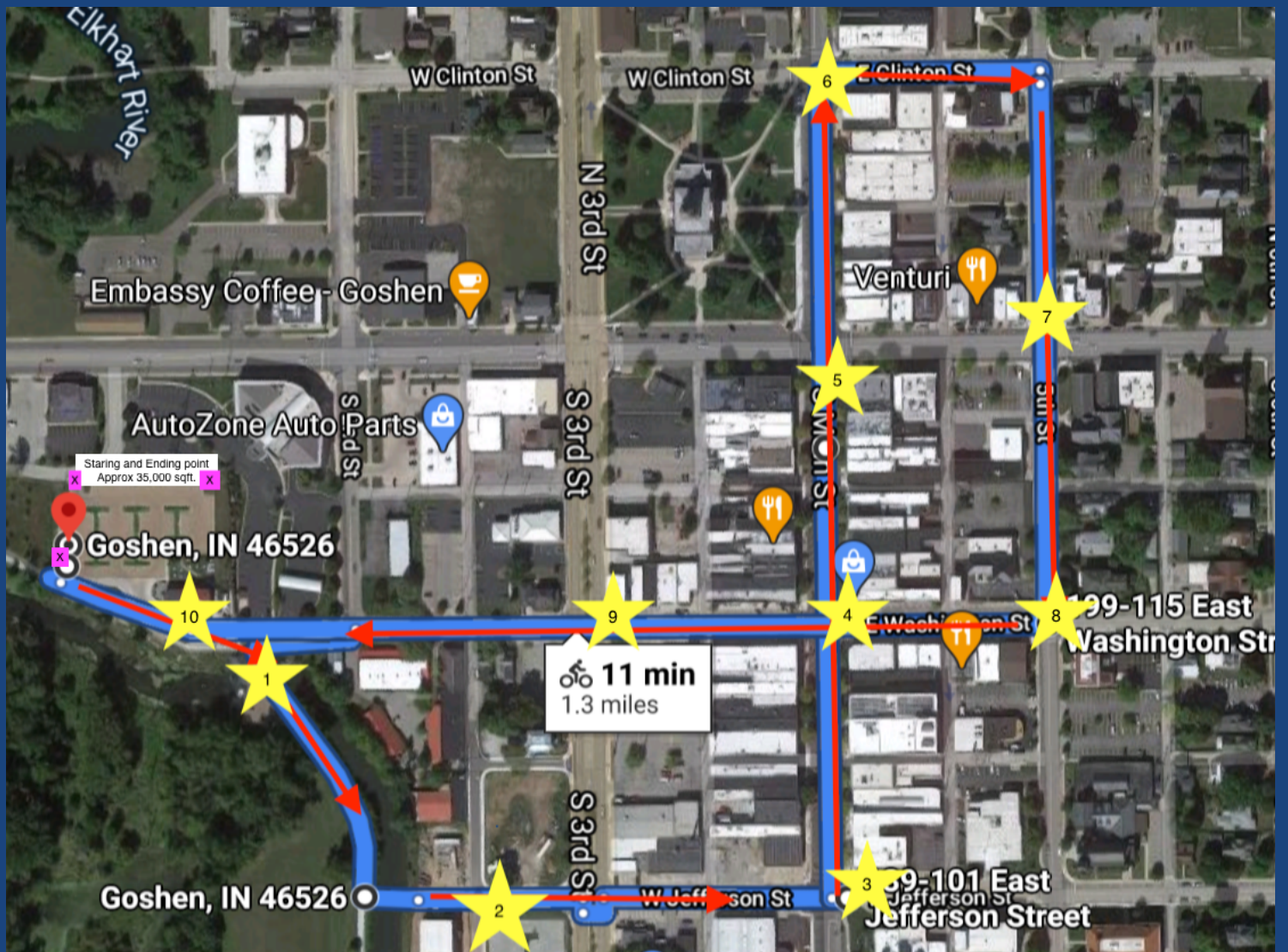
Promote healthy relationships and healthy habits that improve our community and beyond!

In partnership with [Bashor Children's Home](#), 10% of all sponsorships and donations will be **DOUBLED** and go towards their new facility to assist youth survivors of abuse, human trafficking, and exploitation.

The remaining donations will go towards [Rollerskate to Liberate](#)'s ability to provide professional development and work opportunities to survivors of human trafficking. In addition to supporting the creation of our RS2L Learning Hub, an online platform dedicated to educating and teaching individuals about human trafficking risk factors and how to take preventative action to end exploitation.

THE ROUTE

Attendees will check in at the Powerhouse Parking lot behind Interra/Goshen Brew Co. They will "Move" 1.3 miles around downtown Goshen. Skating, biking, running, dancing, ANY kind of movement is appreciated! Beginning on the Millrace trail, attendees will turn onto Jefferson street, then go down Main Street of Goshen and loop around to Washington street to end back at the starting point. There will be 10 "activity spots" along the route. These spots will have QR codes posted for participants to scan in order to participate in engaging activities that promote healthy minds, bodies, and relationships.



fundraisinghub.rollerskatetoliberate.org/goshen



HOW ARE WE HELPING SURVIVORS?

We are a survivor-centered organization. Dedicated to working with survivors who provide expertise, collaborate, create, review, and edit content we generate.

Through our fundraisers we give an additional 10% of donations to benefit organizations that provide long-term services to survivors of sex and labor trafficking.

We support and partner with organizations dedicated to uplifting survivor voices, all while dedicating our platform to do the same.

ABOUT ROLLERSKATE TO LIBERATE

WE ROLL TO GATHER ADVOCATES, EMPOWER SURVIVORS, AND TAKE PREVENTATIVE ACTION AGAINST HUMAN TRAFFICKING AND EXPLOITATION

WHO WE ARE:

We're skaters, adventure seekers, and advocates fighting for a better world by eliminating human trafficking and exploitation. We believe the exploitation of humans happens because certain risk factors are built within our society that allow individuals to become vulnerable and trafficking profitable.

OUR MISSION:

We're building the next generation of advocates, taking an approach to combating human trafficking that has never been done before. We're educating kids, teens, and adults on the risk factors that allow trafficking to happen. Along with actionable steps on how to combat those risk factors at a local level. Our core values are: inclusive, empower, spirit, action, and purpose.

WHY YOU SHOULD SUPPORT:

Human trafficking is a global crisis. An estimated 40+ million individuals are currently trapped in trafficking situations. In the past five years, a total of 89 million people experienced some form of modern-day slavery. It affects those in rural and urban areas, both international and domestic. Women and girls make up 70% of all victims and 1 in 4 victims are children. ([Global Estimates of Modern Slavery](#)). RS2L takes action by promoting healthy relationships and working towards eliminating risk factors to stop that 40 million number from growing.

HOW YOU CAN SUPPORT:

Educate yourself. Through the [free online RS2L Learning Hub](#) users can learn how to build an advocate-driven lifestyle, combatting these issues in their everyday lives. In addition, anyone, anywhere can Move for the Movement. Individuals can sign up on our website to host these friendly and engaging fundraising events that raise awareness and funds to help combat human trafficking. Rollerskating NOT required!

DONATE NOW AT [ROLLERKSATETOLIBERATE.ORG](https://www.rollerksatetoliberate.org)



SPONSORSHIP OPPORTUNITIES

SILVER: \$100

GOLD: \$250

DIAMOND: \$500

PLATINUM: \$1000

- Small logo included on event t-shirt
- Organization description and link on event webpage
- Logo included on pre-event marketing material
- Shoutout during closing ceremonies
- Booth set-up at event
- Medium logo included on event tshirt
- Organization highlight on event webpage
- Logo on all marketing during event
- Large logo included on event tshirt

WHY SPONSOR?

Join us for the event of the summer to support your community! We're teaching and building healthy relationships throughout Goshen and beyond. Be a part of a growing movement to encourage healthy relationships, and end exploitation. All while promoting and helping out local businesses, including yours!



**10% OF ALL DONATIONS, INCLUDING SPONSORSHIPS,
WILL BENEFIT BASHOR CHILDREN'S HOME**

CONTACT NUMBER:
(574) 596-7465

ROLLERSKATETOLIBERATE.ORG

EMAIL ADDRESS:
SARAH@ROLLERSKATETOLIBERATE.ORG

INTERESTED IN SUPPORTING?

For Sponsorship and Volunteer Opportunities:

Contact Sarah Virgil, President/Founder of
Rollerskate to Liberate

email: sarah@rollerskatetoliberate.org
phone: 574-596-7465

To Register and Attend the Event

Sign up at

fundraisinghub.rollerskatetoliberate.org/goshen



fundraisinghub.rollerskatetoliberate.org/goshen

Elkhart County COVID-19 Public Gathering/Large Event Plan Approval Letter

Dear Event Organizer,

An Event Plan was submitted to the Elkhart County Health Department for the Move for the Movement to be held June 12, 2021.

After careful review, the Elkhart County Health Department has determined that you have submitted an Event Plan that successfully meets the necessary safety requirements outlined in Indiana Executive Order 21-02 and Elkhart County Public Health Order 06-2020. You are permitted to host an event that adheres to the guidelines established in the aforementioned Event Plan.

Failure to fully implement the procedures and protocols set forth in the approved plan may result in the revocation of this approval.

Thank you for your dedication to the health and safety of our community.

Sincerely,

Bethany Wait DO

Dr. Bethany Wait, Elkhart County Health Officer

Lydia Spencer

Co-Signer





April 14, 2021

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

Dear board members:

Name: Interra Credit Union
Address: PO Box 727 (300 W. Lincoln Ave.)
Goshen, IN 46527
Contact(s): Megan Simpson, Community/Comm. Specialist - 534.2506, ext. 7344

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

Purpose: "Shred-It Days" staging
Date(s): Friday – June 4, 2021
7:30 am to 4:30 pm
Event is 9 am to 11:00 am and 1:00 – 3:00 pm*
Saturday – June 5, 2021
7:30 am to 12:00 noon
Event is 9:00-11:00 am*

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

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

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

- To encourage ID theft prevention and recycling, Interra brings in Mountain High Shredding with their mobile truck/shredder.
- Because it is a popular event, several cars are often in line to drop off their shredding materials.
- Interra staff members are present and involved – unloading, weighing, etc.
- Interra pays for the first 50 pounds, with a nominal fee charged thereafter.
- There will be directional signage to ensure orderly entrance into and exit from the parking lot.
- As an example of the popularity, the total in 2020 was almost 21,000 pounds.

Thank you for your consideration,

Megan Simpson
Community & Communications Specialist



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

March 23, 2021

To: The Board of Works and Public Safety

RE: Memorial Day Parade

From: Fire Chief Dan Sink

On behalf of the VFW and the DAV; I would like to request permission for the annual Memorial Day Parade on Monday, May 31, 2021. The parade will begin at 10 – 10:15a.

Our parade route will be the usual; starting on Jefferson St at the police department – Main – Pike – N. First – to Oakridge Cemetery. Thank you.

I would also like to request the closing of Jefferson Street in front of the Goshen Police Department from Main St. east to 6th St and S. 5th between Washington and Madison for parade staging by 8a.



April 19, 2021

City of Goshen
Board of Works and Safety and Stormwater Board
202 S. Fifth Street
Goshen, IN 46528

Attention: Board of Works Members

**RE: AFFINITY RV
VARIANCE REQUEST FOR SEWER TAP & WATER TAP IN ACCORDANCE
WITH SEWER ORDINANCE 4333 SECTION 3.03(M) & WATER ORDINANCE
4290 SECTION 1(F) & 1(H)(1)
VARIANCE REQUEST TO ALLOW COMPACTED LIMESTONE SURFACE
(City of Goshen JN: 2021-2013)**

Dear Board Members:


Affinity RV will be constructing a second building on its property at 2380 East Kercher Road to expand its recreational vehicle service center. The primary building on this property contains the primary water service, sewer service, water meter, office(s), and service bays. The new building will not contain any office space or restroom and will function as a service area supporting the primary structure.

Affinity RV is aware that Ordinance 4333, Section 3.03(M), and Ordinance 4290, Section 1(F) covers the requirements necessary to permit a subordinate sewer connection and water connection to the primary structure's public utility services. We believe our site configuration and building use is consistent with the ordinance requirements, and we request the Board's permission to Building #2 to site's existing sewer and water services.

Affinity RV also respectfully request a variance to the Design Standards and Specifications for Parking and Driveway Surfaces for our Building #2. Back in 2017 with the first building, we received approval from the Board of Works for compacted asphalt millings, but we later found the millings were not holding up. Therefore, we brought in limestone and roller compacted on top of the millings. The compacted limestone has been functioning well for us and we would like permission to install 6" of compacted limestone in front of Building #2.

A representative for Affinity RV will be present at the board meeting to answer questions, as necessary.

Sincerely,


Rodney Ramey
Affinity RV

CO OWNER / General Manager

cc: Goshen Engineering Department, 204 E. Jefferson Street, Goshen, IN 46528



An aerial photograph of a mobile home park. The park is filled with numerous white mobile homes with dark roofs, arranged in several rows. A large, blue-roofed building is situated in the center of the park. A red location pin is placed on the blue-roofed building. The address "2380 E Kercher Rd" is overlaid on the image in white text. The park is bordered by a road on the right side, and there are green spaces and trees scattered throughout the area.

2380 E Kercher Rd



**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

To: The Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: April 28, 2021
Re: Agreement with Ergo Resource Management, Inc.

The City's Wastewater Treatment Plant is in possession of a certain quantity of potassium cyanide, for which it no longer has a need, and it seeks to dispose such in accordance with applicable statutes, regulations, and other laws. The City desires to contract with Ergo Resource Management, Inc. to provide for the disposal of the potassium cyanide in its possession. Ergo Resource Management Inc. agrees provide disposal services as soon as practical and for a fee not to exceed \$800.00.

Suggested Motion: To approve and execute the Agreement with Ergo Resource Management, Inc. for the disposal of potassium cyanide for a fee not to exceed \$800.00

AGREEMENT

For the Disposal of Potassium Cyanide

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Ergo Resource Management, Inc.** (“Ergo”), whose mailing address is 801 N. Huntington Street, Suite 7, Syracuse, IN 46567, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Ergo shall provide City services which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance, and all other items necessary to pick up, transport and properly dispose certain potassium cyanide currently located at the City’s wastewater treatment plant in compliance with all applicable statutes, regulations, and other laws (hereinafter referred to as “Duties”).

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Ergo shall commence and fully perform the Duties as soon as practical after receiving a notice to proceed from City.

Section 3. Compensation

City agrees to compensate Ergo a sum not to exceed the amount of Eight Hundred Dollars (\$800.00) for performing all Duties.

Section 4. Payment

- (A) Payment shall be upon City’s receipt of a detailed invoice from Ergo. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Wastewater Treatment Plant
1000 W. Wilden Ave.
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Ergo is required to have a current W-9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively “Documents”) prepared by Ergo or Ergo’s employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Ergo may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

Ergo certifies that it possesses and agrees to maintain any and all licenses, certifications, or accreditations as required to perform the Duties by Ergo pursuant to this agreement.

Section 7. Independent Contractor

- (A) Ergo shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Ergo shall be under the sole and exclusive direction and control of Ergo 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 Ergo and/or Ergo’s employees, agents or subcontractors.
- (B) Ergo understands that City will not carry worker’s compensation or any other insurance on Ergo and/or Ergo’s employees or subcontractors.
- (C) Ergo 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 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if Ergo 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, Ergo certifies that Ergo has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Ergo 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 Ergo or any of Ergo's agents, officers and employees during the performance of the 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 Ergo 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 13. Insurance

- (A) Prior to commencing work, Ergo 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. Ergo 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) Ergo 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) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

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

of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 15. Default

- (A) If Ergo fails to perform the services or comply with the provisions of this agreement, then Ergo may be considered in default.
- (B) It shall be mutually agreed that if Ergo 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 Ergo 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 in any manner deemed proper by the City, and Ergo shall be liable to the City for any excess costs incurred
- (C) Ergo may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Ergo of any obligation or duty owed under the provisions of this contract.
 - (2) Ergo is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Ergo becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Ergo 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 Ergo or any of Ergo's property.
 - (6) Ergo is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Ergo unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Ergo without the consent of the City.

Section 16. Termination

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Ergo shall be paid for all services performed 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 Ergo.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 17. Notice

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

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

Ergo: Ergo Resource Management, Inc.
Attention Scott R. Parker, CEA, V.P.
801 N. Huntington Street, Suite 7
Syracuse, IN 46567

Section 18. Subcontracting or Assignment

Ergo 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 Ergo to subcontract or assign any portion of the agreement shall not be construed to relieve Ergo from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

- (A) Ergo 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) Ergo agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 22. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the

event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Bind Contractor

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

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

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

Ergo Resource Management, Inc.

Jeremy P. Stutsman, Mayor

By: _____

Michael A. Landis, Member

Printed: _____

Mary Nichols, Member

Title: _____

Date Signed: _____

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

May 3, 2021

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Award Quote for Purchase of a Medium Duty Dump Truck and Approve Agreement with Eby Ford Sales, Inc.

The City solicited sealed quotes for the purchase of a Medium Duty Dump Truck in accordance with Indiana Code § 5-22-8-3.

The only response to the request for quotes was from Eby Ford Sales, Inc

The Street Department would like to purchase a 2021 Medium Duty Dump Truck in the amount of \$88,016.68 from Eby Ford Sales, Inc., Goshen, Indiana.

Suggested motions:

Move to award the quote for purchase of the 2021 Medium Duty Dump Truck for a total purchase price of \$88,016.68 from Eby Ford Sales, Inc. as the lowest responsible and responsive bidder.

Move to approve and execute the Agreement with Eby Ford Sales, Inc. for the purchase of a Medium Duty Dump Truck in the amount of \$88,016.68

CONTRACT

Purchase of One (1) Medium Duty Dump Truck

Solicitation No. B: 2021-05

THIS CONTRACT is made and entered into on this ____ day of May, 2021, by and between the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City," and Eby Ford Sales, Inc., hereinafter referred to as "Supplier."

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF SERVICES

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Purchase of One (1) Medium Duty Dump Truck, Solicitation No. 2021-05 " project in accordance with and as described in further detail in the Specification Documents attached to this contract. The scope of work shall include 2021 Medium Duty Dump Truck

In the event of a conflict between a provision in the Specification Documents and the Supplier's bid, the Specification Documents shall control unless specifically modified by this contract.

In the event of a conflict between a provision in this contract and a provision in a document or in the Specification Documents, the provision in this contract shall control

In construing the intent and meaning of the terms and conditions of this contract, the following information and items shall be considered:

1. Supplier's Itemized Bid;
2. Non Collusion Affidavit;
3. Any addenda or changes to the contract documents and specifications, including properly approved change orders.

Supplier 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.

DELIVERY

Supplier will act as expeditiously as possible to deliver the vehicle and equipment to be purchased for this project within two hundred seventy (270) days from notice to proceed. The City acknowledges that factory or manufacturing delays outside the control of Supplier may delay the delivery of the vehicle beyond the 270 days.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for the vehicle and equipment provided in this contract in accordance with Supplier's itemized bid as shown in the table below for the amount of Eighty-Eight Thousand Sixteen Dollars and Sixty-Eight Cents (\$88,016.68)

All payment obligations are subject to the appropriation and encumbrance of monies and shall be made in arrears unless specifically stated otherwise in this solicitation. Payment to the Supplier for the purchase under this contract shall be made upon completion and acceptance of the delivery. The Supplier shall

submit a detailed invoice based on established contract price to City of Goshen for payment. Supplier 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) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence and in the event completion and delivery of the vehicle and equipment is not made within the time set forth in this solicitation, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

Supplier 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 damages to any property arising out of the acts or omissions of the Supplier or its agents, employees, or subcontractors of the Supplier.

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier 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 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 the contract.

INDEMNIFICATION

The Supplier agrees to indemnify, defend, and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys' fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

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 such as factory or manufacturing delays beyond the control of the Supplier, natural disaster, 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, but 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.

DEFAULT

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

If Supplier fails to provide the vehicle and equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

Supplier may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the vehicle and equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

The parties may terminate this contract 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. Supplier shall be paid for the vehicle and equipment provided 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 Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier 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 purchase the vehicle and equipment or otherwise secure similar vehicle and equipment in any manner deemed proper by the City, and Supplier 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.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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.

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

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

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 this contract. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

Address for notices to Eby Ford Sales, Inc..

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

Eby Ford Sales, Inc.
2714 Elkhart Road
Goshen, IN 46526

APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

MISCELLANEOUS

Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

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

This contract 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.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

NO INVESTMENT IN IRAN

Pursuant to IC 5-22-16.5, Supplier hereby certifies they do NOT provide \$20 million dollars or more in goods or services to the energy sector of Iran. Supplier also certifies it is not a financial institution that extends \$20 million dollars or more in credit that will provide goods or services to the energy sector of Iran or extends \$20 million dollars or more in credit to a person identified on the list as a person engaging in investment activities in Iran.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

SEVERABILITY

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

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

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

ENTIRE AGREEMENT

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

In witness whereof, the parties have executed this Agreement as set forth below.

City of Goshen
Board of Public Works and Safety

Eby Ford Sales, Inc

Jeremy P. Stutsman, Mayor

Eric Eby, Vice President

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: _____

MINIMUM SPECIFICATIONS FOR MEDIUM DUTY DUMP TRUCK	Compliance
Minimum Specifications	
2021 model year 4 x 4 regular cab chassis	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19,500 GVWR payload plus	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine: Largest V-8 available	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
84" CA- cab and chassis 164" Wheel base with 47" of after frame.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Heavy duty alternator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
HD 6 -speed automatic transmission with overdrive, and pto provisions	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4.88 axle ratio limited slip axle	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
PTO provision off the transmission.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Transmission shall have live gear (Ford code 62R)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
40 gal fuel tank aft of axle	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Engine block heater	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Snow plow prep package to include, Increased capacity springs, 145 amp alternator, skid plates, high capacity air cleaner.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>-397 Amp Alternator</i>	
Steering and Suspension	
4 wheel disc brakes with front and rear vented discs	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Firm ride suspension Mono-bean, non-independent front suspension	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Heavy duty shocks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rigid rear axle single stage rear leaf suspension	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tires 225/70R19.5G Traction	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Spare tire and wheel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Safety	
4-wheel anti-lock braking system	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Dual airbags, passenger side front-impact cancellable airbag	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front height adjustable seatbelts	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comfort and Convenience	
Air conditioning	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cruise control	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
AM/FM stereo, Bluetooth	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Aux auto input jack	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, transmission fluid temp gauge, trip odometer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Warning indicators include oil pressure, water temp warning, battery, key in ignition, low fuel, door ajar Manual front windows with light tint	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Variable intermittent front windshield wipers	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Glove box, front cup holder, instrument panel bin, dashboard storage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Mirrors ext wide load large mirrors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body upfitter switches	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Integrated Electric Trailer Brake Controller	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Trailer towing package	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Seating and Interior	
40/20/40 bench seat with pull down middle.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

10 speed

Vinyl faced front seats with vinyl back material	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, cab back insulator	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Exterior Features	
Black side window moldings, black front windshield molding, black rear window molding	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Black door handles	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Driver and passenger telescoping tt power mirrors black outside mirrors	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front argent bumper with front black rub strip, front tow hooks	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Sealed beam halogen headlamps	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Additional exterior lights include cab clearance lights	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Molded black cab steps mounted on the driver and passenger side.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Paint: color to be white	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Warranty:	
Bumper to bumper 36 months/36,000 miles:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Corrosion Peroration 60 months/ unlimited mileage	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Equipment Specifications	
Minimum Specifications for Body:	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 132" in body length	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall have a side wall height of 19" and tailgate height of 25"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Shall be 84" inside width	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Side Walls shall be 7gauge Stainless steel with double panel sides and tailgate	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor shall be 7gauge AR400 steel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Floor understructure: Shall be a fabricated crossmemberless design.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All welds shall be continuous	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be (two per side) gussets to accept 2" x 8" side boards.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lower side Rub Rail shall have 45 degree material shedding slope	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Bolster Panel shall be full width.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts are box formed with 45 degree leading edge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have material shedding sloped top cap	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts shall have two (2) OEM laser cut ovals for light placement	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Rear Corner Posts of the body shall be completely sealed from underneath, in order to prevent snow, ice, and debris buildup.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall be double acting: tailgate shall have the ability to dump conventionally and the ability to lay flat (level with floor). There shall be two sets of cast banjo plates and with adequate length 3/8" high strength chains to hold tailgate in the down position shall be provided.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Chains shall be encased in chain mesh material as to not scratch the body paint.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Tailgate shall be quick release style and shall have snap – latch middle release lever.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Top Cap of tailgate shall be fully boxed and shall slope inward.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab Shield: Shall be integral with the body and shall project forward 27" and be full width of side walls Cab Shield height shall be high enough to fit the chassis cab.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Front bulkhead shall have a screen protective window installed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Cab shield shall have two forward facing 6" oval light holes one per side facing forward and two 6" oval light holes facing rearward.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Miscellaneous:	
There shall be installed a backup alarm, body prop, body up light mounted on the control console. Body shall have 2 shovel brackets installed on the front head sheet of the body.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a set of plastic half-moon fender guards over the rear tires with lower mud flaps attached.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist:	
Shall have a minimum lift rating of 10 tons	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist sub frame shall be ¼" and 50 ksi typical yield strength fabricated steel channel	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body shall have 12" of overhang behind the sub frame hinge	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body shall obtain a 50 degree dump angle	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist shall incorporate a body prop and body up light.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hoist shall be double acting.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hydraulics: The central hydraulics shall operate the dump body, and tailgate spreader. Hydraulics shall include pump pto combo off the chassis live gear system 20 gallon 7 gauge stainless hydraulic tank- valve combination. May use upfitter switch to activate pto. System to have minimum 10 micron hydraulic filter.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Lighting:	
Lights and reflectors: All lights shall meet federal requirement FMVSS No.108	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All body wiring shall be in a complete pre-built sealed factory wiring harness. Harness shall be fully wrapped to prevent damage and shall require only three leads to tie into chassis lighting system a simple wire loom will not be accepted). Body builder shall provide a complete wiring scamateic of all add on light wires upon delivery.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
There shall be a two 6" led combination amber-clear strobes mounted in the body cab shield facing forward and two 6" amber-clear led strobes facing rearward	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body rear lights shall have one per side led amber-clear strobes mounted in the body rear apron and two per side led stop tail turn reverse combination.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Body shall be equipped with all-necessary lights and reflectors to meet state and ICC specifications.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
The chassis lights shall be retained and installed below the dump bed for use as additional stop tail turn as well as reverse lights.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A back up alarm shall be installed prior to delivery.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Hitch:	
There shall be a towing hitch installed on the rear of the unit at the time of delivery. Hitch shall consist of a ¾" steel plate located between the chassis frame rails. There shall be a 2 ½" tube receiver mounted in the center of the pintle plate 21" above the floor. A combination pintle hitch with a 2 5/16" ball. The hitch shall be rated for 20 tone pull rate. There shall also be a 7-way Bargeman trailer plug installed for trailer lights as well as an electric brake controller. Center Port to be wire battery power 30 amp circuit. Installer shall bid and install such hitch to the department's specifications in to regard to as what they now have in service and confirm hitch height before installation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Options:	
Plow shall be Boss Power DXT V 9'2" plow or equal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Moldboard width shall be 110"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Moldboard width (v) 96"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

Moldboard width scoop 95"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Plowing width at full 30 degree angle 95"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Moldboard height 29 1/2"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Moldboard thickness 11 gauge	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cutting edge 1/2" x 6"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Reinforcement ribs 8	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Trip springs 4	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Angle cylinders 1 1/2"x10"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Lift cylinders 2" x 1 1/8" x 10"	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Quick hitch system (smart-hitch)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
	<input type="checkbox"/> Yes	<input type="checkbox"/> No

EXCEPTIONS

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

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

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

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

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

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

BUSINESS CERTIFICATION

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

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

Contractor Name: EBU FORD SALES

The Contractor is operating as a (check one):

- Contractor is a SOLE PROPRIETORSHIP
- Contractor is a GENERAL PARTNERSHIP
- Contractor is a LIMITED PARTNERSHIP
- Contractor is a LIMITED LIABILITY PARTNERSHIP
- Contractor is a LIMITED LIABILITY COMPANY
- Contractor is a CORPORATION

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

State of INDIANA and is currently registered with the Indiana Secretary of State.
The Business ID number for the Contractor is 35-0911731.

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

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

NEPOTISM DISCLOSURE

Contractor Name: EBY FORD

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

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

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

Name of elected official: _____

Relationship to Contractor: _____



**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

To: The Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: April 28, 2021
Re: Agreement with Comcast Cable Communications Management, LLC

The City has an opportunity to upgrade internet bandwidth and reduce overall costs for current service to 111 E. Jefferson Street and to 209 N. 3rd Street.

	<u>Current</u>		<u>Proposed</u>	
111 E. Jefferson St.	BCI - 100/20	\$199.95	BCI - 200/20	\$130.00
	13 Static IP's	\$39.95	13 Static IP's	\$39.95
	<u>Equipment</u>	<u>\$18.45</u>	<u>Equipment</u>	<u>\$18.45</u>
	Sub Total	\$258.35	Sub Total	\$188.40
209 N. 3 rd St.	BCI - 100/20	\$189.95	BCI - 200/20	\$130.00
	<u>Equipment</u>	<u>\$14.95</u>	<u>Equipment</u>	<u>\$18.45</u>
	Sub Total	\$204.90	Sub Total	\$148.45

The City desires to extend its contract with Comcast Cable Communications Management, LLC to continue internet service to 111 E. Jefferson Street and to 209 N. 3rd Street at the new rate structure.

Suggested Motion: To approve the Agreement with Comcast Cable Communications Management, LLC to continue internet service to 111 E. Jefferson Street and to 209 N. 3rd Street facilities, and authorize Mayor Stutsman to sign the Agreement.

Company Name: City of Goshen Order # 28126305

Service Location:		Billing Location:	
Address 1	<u>111 E JEFFERSON ST</u>	Address 1	<u>111 E JEFFERSON ST</u>
Address 2	<u></u>	Address 2	<u></u>
City	<u>GOSHEN</u>	City	<u>GOSHEN</u>
State	<u>IN</u>	State	<u>IN</u>
Zip	<u>46528</u>	Zip	<u>46528</u>
Primary Contact Name	<u>Fred Schafer</u>	Billing Contact Name	<u>Fred Schafer</u>
Primary Contact Phone	<u>(574) 533-9369</u>	Billing Contact Phone	<u>(574) 533-9369</u>
Primary Contact Email	<u>fredschafer@goshencity.com</u>	Billing Contact Email	<u>fredschafer@goshencity.com</u>
Service Term	<u>24</u>	Tax Exempt	<u>Yes</u>
Package Code:	<u>\$130DataPackage_BI200_2yr</u>	Promo Code:	

Package & Promotion Details
Data Package for discounted rate of \$130 for months 1-12, increasing to \$150 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps. 2 year term agreement required. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via https://business.comcast.com/myaccount within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

Customer Initials

Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data Package	Business Internet 200	1	\$ 130.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Business Internet			
Static IP -13	1	\$ 39.95	
Equipment Fee			
Package Equipment Fee	1	\$ 18.45	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 59.95
Total Additional Charge		\$ 58.40	\$ 59.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 188.40	\$ 59.95

Company Name: City of Goshen **Order #** 28126305

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

² Non-Recurring Charges in the Service Order Agreement reflect activation and installation fees for this order. This excludes any custom installation fees.

General Special Instructions

AGREEMENT

1. This Comcast Business Service Order Agreement sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide the Services to Customer. This Comcast Business Service Order Agreement consists of this document ("SOA"), the standard Comcast Business Terms and Conditions ("Terms and Conditions"), and any jointly executed amendments ("Amendments") entered under the Agreement. In the event of inconsistency among these documents, precedence will be as follows: (1) Amendments, (2) Terms and Conditions, and (3) this SOA. This Agreement shall commence and become a legally binding agreement upon Customer's execution of the SOA. The Agreement shall terminate as set forth in the Terms and Conditions (<http://business.comcast.com/terms-conditions/index.aspx>). All capitalized terms not defined in this SOA shall reflect the definitions given to them in the Terms and Conditions. Use of the Services is also subject to the then current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time.

2. Each Comcast Business Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation, voice usage charges, and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00. If you use the service in the first 30 days, you will be refunded your subscription fees, but charged the applicable one-time fee.

3. Customer must provide thirty (30) days' prior notice to Comcast in order to terminate a Service Order or the Agreement. Any termination of a Service Order or the Agreement may be subject to early termination fees in accordance with the Business Services Customer Terms and Conditions.

4. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

CUSTOMER SIGNATURE
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	<u>Erica Zaspal</u>
Sales Representative Code	
Sales Manager Name	<u>Verlena Newell</u>
Sales Manager Approval	
Division	<u>Central</u>
SmartOffice License Number	

Company Name: City of Goshen Order # 28126305

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net

Number of Static Ips

Equipment

Business Web

Company Name: City of Goshen **Order #** 28127259

Service Location: **Billing Location:**

Address 1 209 N 3RD ST Address 1 223 S MAIN ST

Address 2 _____ Address 2 _____

City GOSHEN City GOSHEN

State IN State IN

Zip 46526 Zip 46526

Primary Contact Name Fred Schafer Billing Contact Name Fred Schafer

Primary Contact Phone (574) 533-9369 Billing Contact Phone (574) 533-9369

Primary Contact Email fredschafer@goshencity.com Billing Contact Email fredschafer@goshencity.com

Service Term 24 Tax Exempt Yes

Package Code: \$130DataPackage_BI200_2yr **Promo Code:** _____

Package & Promotion Details

Data Package for discounted rate of \$130 for months 1-12, increasing to \$150 for months 13-24, increasing to then regular rate in month 25. Package includes Business Internet 200/20 Mbps. 2 year term agreement required. All products in the package must be maintained to sustain the package rate. Additional \$10 MRC discount with enrollment in EcoBill paperless billing and automatic payments through Comcast's self-service online tool via <https://business.comcast.com/myaccount> within 30 days of service installation. If either EcoBill paperless billing or automatic payment service is cancelled during the promo, the monthly service charge automatically increases by \$10.00. Equipment, installation, taxes and fees, including Broadcast TV Fee, Regional Sports Fee, regulatory recovery fee and other applicable charges extra and subject to change.

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Package	Services Included	Qty	Package Monthly Service Charge ¹	Package Non-Recurring Charge ²
Data Package	Business Internet 200	1	\$ 130.00	\$ 0.00

Equipment and Additional Service(s)	Qty	Additional Monthly Service Charge ¹	Additional Non-Recurring Charge ²
Equipment Fee			
Package Equipment Fee	1	\$ 18.45	
Additional Fees			
Standard Installation Fee / Change of Service Fee	1		\$ 59.95
Total Additional Charge		\$ 18.45	\$ 59.95

	Monthly Service Charge ¹	Non-Recurring Charge ²
Total Charge for Service	\$ 148.45	\$ 59.95

Company Name: City of Goshen **Order #** 28127259

¹ Charges identified in the Service Order Agreement are exclusive of maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated).

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4. Modifications: All modifications to the Agreement, if any, must be captured in a written Amendment, executed by an authorized Comcast Senior Vice President and the Customer. All other attempts to modify the Agreement shall be void and non-binding on Comcast. Customer by signing below, agrees and accepts the Terms and Conditions of this Agreement.

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By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx
Signature
Name
Title
Date

FOR COMCAST USE ONLY	
Sales Representative	<u>Erica Zaspal</u>
Sales Representative Code	
Sales Manager Name	<u>Verlena Newell</u>
Sales Manager Approval	
Division	<u>Central</u>
SmartOffice License Number	

Company Name: City of Goshen Order # 28127259

BUSINESS INTERNET CONFIGURATION DETAILS

Transfer Existing Comcast.net

Number of Static Ips

Equipment

Business Web

*****REQUEST*****

DATE: Monday, May 3, 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 **\$6,855.63**
Collection letters were sent out and payments of **\$450.86** had been collected.

The uncollected amount equals **\$6,404.77**

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 **Friday, January 22, 2021**

WATER: \$1,861.08
SEWER: \$4,543.69

TOTALS 2-2021

REPORT TOTAL		\$6,855.63
BPS TOTAL	\$1,346.19	\$5,509.44
COUNTY TOTAL	\$4,079.82	\$1,429.62
W-WRITE OFF	\$514.89	\$914.73
S-WRITE OFF	\$463.87	\$450.86
PAYMENT TOTAL	\$450.86	\$0.00
AGREEMENT TOTAL		

PAYMENTS 2/2021

ACCOUNT #	CUSTOMER NAME	AMOUNT PD.
316-2550-07	BRITTANY HALE	\$89.59
402-1160-11	SHAYNE A ROGERS	\$30.37
402-2360-05	NUBIA ALTAMIRANO	\$186.23
403-1640-07	EDEN WHEELER	\$75.31
439-0760-03	MICHAEL L MAUST	\$69.36

TOTAL PAYMENTS: \$450.86

COUNTY ACCOUNTS 2/2021

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
284-2120-01	MATTHEW P WESTFALL	\$35.70
292-4070-04	WILDWOOD MILLWORK	\$961.18
315-1290-05	SARA J HARRIS	\$73.31
316-0270-03	TRENT J NICHOLS	\$26.14
320-0590-29	LINDA K CHRISTMAN FRANKS	\$732.51
402-0600-04	BRANDON J KRAMER	\$38.13
402-2430-04	MARTHA M CARDENAS	\$225.07
405-2650-09	DESTINY MCCLANE	\$301.86
439-0380-08	FLORA M RANDOLPH	\$648.20
443-0130-24	CARL WALLIS	\$585.06
444-0720-01	PETER C SALVESON	\$452.66

TOTAL: \$4,079.82

BUSINESS PROFESSIONAL SERVICES 2/2021

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
292-4070-04	WILDWOOD MILLWORK	2408 LINCOLNWAY EAST	GOSHEN	IN	46526	1/20/2021	\$409.89	2/28/1982		535-9104
315-1290-05	SARA J HARRIS	817 S 11TH ST	GOSHEN	IN	46526	1/13/2021	\$52.74	3/29/1977	9423	253-8433
316-2550-07	BRITTANY HALE	1817 TIFFANY CT APT A	GOSHEN	IN	46526	1/22/2021	\$62.70	3/5/1987	1529	349-7495
320-0590-29	LINDA K CHRISTMAN FRANKS	1605 BERKEY AVE	GOSHEN	IN	46526	1/4/2021	\$43.88			
402-0600-04	BRANDON J KRAMER	514 N 9TH ST	GOSHEN	IN	46526	12/22/2020	\$47.50	11/11/1990	3060	
402-1160-11	SHAYNE A ROGERS	603 1/2 N 7TH ST	GOSHEN	IN	46526	1/7/2021	\$32.38	3/18/1967	5037	226-1258
402-2430-04	MARTHA M CARDENAS	109 HACKETT RD APT A	GOSHEN	IN	46526	1/7/2021	\$159.02	2/23/1978	5164	612-5678
403-1640-07	EDEN WHEELER	127 CRESCENT ST	GOSHEN	IN	46526	1/19/2021	\$44.98	8/17/1991	6841	
405-2650-09	DESTINY MCCLANE	201 S 28TH ST	GOSHEN	IN	46526	1/7/2021	\$294.92	4/14/1985		
425-0880-02	ASIA L ROAN	1308 MINTCREST DR	GOSHEN	IN	46526	1/22/2021	\$68.76	9/30/1981	9911	
439-0380-08	FLORA M RANDOLPH	1205 W CLINTON ST	GOSHEN	IN	46526	1/4/2021	\$38.83	10/7/1972	3847	322-0578
443-0130-24	CARL WALLIS	1900 BASHOR RD	GOSHEN	IN	46526	1/4/2021	\$35.05			
444-0720-01	PETER C SALVESON	1001 WESTWOOD DR	GOSHEN	IN	46526	1/6/2021	\$55.54	8/25/1967	8910	575-0670

TOTAL \$1,346.19

WATER WRITE OFF 2/2021

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
294-1690-01	FRONTIER COMMUNICATIONS #0794	\$112.48
280-1080-00	GENE L YOWELL	\$141.00
316-0270-03	TRENT J NICHOLS	\$21.09
400-0820-01	EDNA WADDELL	\$240.32

TOTAL: \$514.89

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

SEWER WRITE OFF 2/2021

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
294-1690-01	FRONTIER COMMUNICATIONS #0794	\$49.99
280-1080-00	GENE L YOWELL	\$215.95
400-0820-01	EDNA WADDELL	\$197.93

TOTAL: \$463.87

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



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **KIDS TRIATHLON**

DATE: April 30, 2021

Goshen Parks & Recreation is once again hosting the Kids' Triathlon scheduled for July 10th. As part of the event, they would like to hang a banner for the event over the Main Street Corridor, near Key Bank and are seeking Board approval of this request.

Requested Motion: Approve Goshen Parks & Recreation to hang a banner over Main Street for the 2021 Kids' Triathlon



**Engineering Department
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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS
(JN: 2019-0025A)**

DATE: May 3, 2021

Kokosing Industrial has requested to have a lane restriction with traffic control and flaggers on the west side of Indiana Avenue south of Wilden Avenue and north of the railroad tracks. Kokosing will be making a tap of the water line in conjunction with the Water Department to provide a new service line to the Wastewater Treatment Plant (WWTP).

The lane restriction will occur between May 6th and May 7th, and will reopen as soon as the work is complete.

Requested motion: Move to approve the temporary lane restriction on Indiana Avenue between Wilden Avenue and the railroad tracks to the south between May 6th and May 7th, 2021.

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **SIDEWALK PAVING PROGRAM
(JN: 2021-0001)**

DATE: May 3, 2021

Michiana Tree Works will be performing work to remove and stump grind 11 trees on West Avenue and remove and stump grind 4 trees on Dewey Avenue. The removal of the trees are necessary prior to starting the Sidewalk Project in these areas. The work will require partial lane restrictions on West Avenue between Dewey Avenue and Riverside Blvd and on Dewey Avenue between West Avenue and Baker Avenue, with Michiana Tree Works providing traffic control. Michiana Tree Works will maintain open access for West Goshen School and residents on West Avenue and Dewey Avenue. The lane restriction will occur Tuesday May 4 to Thursday May 6.

Requested motion: Move to approve the West Avenue and Dewey Avenue partial lane restrictions to enable 15 trees to be removed and stump grinding on Tuesday May 4 to Thursday May 6.

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

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **DOUGLAS, REYNOLDS, AND 16TH STREETS ROAD CLOSURES
(JN: 2020-0017)**

DATE: May 3, 2021

HRP Construction has requested permission to close East Douglas Street and East Reynolds Street, east of Lincolnway East (US 33), and to close 16th Street to thru traffic, south of Egbert Avenue. The road closures are expected from Thursday, May 6, until Friday, August 6, 2021.

HRP Construction is requesting these closures in order to complete planned road reconstruction. The traffic control plan is attached.

Requested motion: Move to approve road closures of East Reynolds Street, East Douglas Street, and 16th Street, east of Lincolnway East (US 33), from May 6 until August 6, 2021.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EAST REYNOLDS STREET ROLLING ROAD CLOSURES (JN: 2020-0017)**

DATE: May 3, 2021

NIPSCO has requested permission to establish rolling road closures on East Reynolds Street, east of Lincolnway East (US 33), from Monday, May 3, until Thursday, May 13, 2021. The road will be closed at one location at a time in order to install new gas services across Reynolds Street. East Reynolds Street will be re-opened at the end of each day and over the weekend.

Requested motion: Move to approve rolling road closures of East Reynolds Street, east of Lincolnway East (US 33), from May 3 until May 13, 2021.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



City Clerk-Treasurer

CITY OF GOSHEN

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3 May 2021

To: Board of Public Works & Safety

From: Adam Scharf, City Clerk-Treasurer

Re: West Goshen Neighborhood Association Trash Trailer Fee

West Goshen Neighborhood Association Clean-up Day is scheduled for June 26. They request a reduced trash trailer fee, consistent with prior practice for neighborhood associations.

Neighborhood representative also inquires as to status of prior discussion about establishing a standard so as to avoid need for annual Board of Works request.

Suggested Motion:

Approved reduction of the trash trailer fee from \$75 to \$35 for West Goshen Neighborhood Association for a clean-up day on June 26, 2021.