



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. January 10, 2022

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: January 3, 2022

Approval of Agenda

- 1) Electrical License Request for Michael L. Miller
- 2) Agreement to Study Development of Ice Rink and Tennis Bubble at Goshen College
- 3) Agreement with Cripe Design, LLC
- 4) Agreement with Barkes, Kolbus, Rife & Shuler, LLP
- 5) Agreement for the Completion of the Construction Project 1933 Whispering Pines JN: 2017-2035
- 6) Agreements for the Completion of the Construction Project at 2005 and 2007 Wakefield Road JN: 2017-2047)
- 7) Annual Plan Commission Appointment – Richard Worsham
- 8) Reschedule Board of Public Works & Safety and Stormwater Board Meeting from 1/17/22 to 1/18/22 due to City Holiday **Observance of Martin Luther King, Jr.'s Birthday**

Stormwater Board

- 1) Post-Construction Plan Approval Lippert Components, Inc. Skyview Road Amendment #3
JN: 2019-2043 & 2021-2012

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE JAN. 3, 2022 REGULAR MEETING

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

Present: Mayor Jeremy Stutsman and members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: None

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

Review/approval of Minutes: Minutes of the Dec. 20, 2021 meeting of the Board of Works & Safety & Stormwater Board were presented. **Board member Nichols moved to approve the minutes as presented and the motion was seconded by Board member Riouse. Motion passed 5-0.**

Review/approval of Agenda: Mayor Stutsman presented the Board agenda with one added item, designated as agenda item #7. **Closure of Wilden Avenue, between Jan. 6 to Jan. 14, for the removal of trees. Nichols moved to approve the agenda as suggested. Riouse seconded the motion. Motion passed 5-0.**

1) Request to park 28 ft. U-Pack Trailer in front of 804 S. 11th Street (Susana Cabezas)

Via email, **Susana Cabezas** and **Alfonso Jiménez** of 804 S 11th St. in Goshen asked the Board for permission to park a 28-foot trailer in front of the address on Jan. 5 and 6, 2022 so they can load household items to be shipped to another state. They asked the City to lend or allow them to rent safety barricades to place in front and behind the trailer for the increased safety of drivers. They also said the trailer would not be a traffic inconvenience because it would not block any driveways or sidewalks and neighbors have already given their permission and the traffic on our street is very limited due to the school holidays. City Street Commissioner David Gibbs asked that Cabezas and Jiménez offset the container from the parked cars across the street to allow maximum drive lanes to be open now that snow season has arrived.

Nichols/Riouse moved to allow Susana Cabezas and Alfonso Jiménez to place a 28-foot trailer in front of 804 South 11th St. in Goshen on Jan. 5 and 6, 2022 provided they offset the container from the parked cars across the street. Motion passed 5-0.

2) Resolution 2022-01: Documenting the submission of the 2021 Annual Certifications by City of Goshen elected officers

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and execute Resolution 2022-01, *Documenting the Submission of the 2021 Annual Certifications by City of Goshen elected officers*. Marks said each city elected officer must annually certify in writing that the elected officer has not violated Indiana Code § 36-1-20.2 et seq. or the city's policy regulating the employment of relatives (Council Resolution 2012-14) and that the elected officer is in compliance with Indiana Code §36-1-21 et seq. and the city's policy regulating contracting with the city (Council Resolution 2012-15).



Resolution 2022-01 is intended to document the annual submission of these certifications by the following elected officials: Jeremy P. Stutsman, Mayor; Richard R. Aguirre, Clerk-Treasurer; Richard L. Mehl, City Court Judge; Donald Riegsecker, Council Member – District 1; Doug Nisley, Council Member – District 2; Matt Schrock, Council Member – District 3; Megan Eichorn, Council Member – District 4; Gilberto Perez, Jr., Council Member – District 5; Brett Weddell, Council Member – At-Large; and Julia King, Council Member – At-Large.

Nichols/Riouse moved to approve and execute Resolution 2022-01, Documenting the Submission of the 2021 Annual Certifications by City of Goshen elected officials. Motion passed 5-0.

3) Resolution 2022-02: Approving the Establishment of and Compensation for a Special Firefighter

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and execute Resolution 2022-02, *Approving the Establishment of and Compensation for a Special Firefighter*. Marks said Resolution 2022-02 is intended to approve the establishment of and compensation for a new Special Firefighter position within the Fire Department. Similar to the Special Police Officer position within the Police Department, Marks said this new position, being offered to a former Elkhart County Township Fire Department employee, will be a full-time civilian position appointed by the Board of Public Works and Safety. This will be a civilian position covered by the annual salary ordinance for employees of the Civil City of Goshen and is not covered by the collective bargaining agreement between the City of Goshen and Goshen Firefighters Association, Local No. 1443, International Association of Firefighters. The position will have a 2022 maximum wage of \$27.96 per hour. Marks said the person appointed to this position may be removed by the Board at any time without notice and without assigning any cause, and is not covered by Indiana Code § 36-8-3-4. At its Jan. 4, 2022 meeting, the Common Council will be presented an ordinance to amend 2022 Compensation Ordinance 5101 for Civil City and Utilities Employees to include this new Special Firefighter position. In response to a question from Landis, Marks said the Special Firefighter will be eligible to the benefits offered other city employees – a package the Mayor estimated is worth about \$21,000 a year.

Nichols/Riouse moved to approve and execute Resolution 2022-02, Approving the Establishment of and Compensation for a Special Firefighter. Motion passed 5-0.

4) Resolution 2022-03: Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report

Shannon Marks, a paralegal with the City Legal Department, asked the Board to approve and execute Resolution 2022-023, *Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report*. Marks said that since the Goshen Police Department is a recipient of federal financial assistance, it is required to implement and maintain an Equal Employment Opportunity Program (EEO Program) in accordance with federal regulations. The department is required to complete an EEO Utilization Report and certify that the EEO Program and all records used are on file. This must be done prior to receiving any new federal grant funding. On Dec. 28, 2021, the department developed and reviewed its EEO Utilization Report and the Clerk-Treasurer certified that the EEO Program is on file for review. Resolution 2022-03 is intended to ratify the City's certification of compliance with the EEO Program and the submission of the EEO Utilization Report. The Police Department was awarded a 2022 Edward Byrne Memorial Justice Assistance Grant in the amount of \$34,602.32 for the purchase of a Crime Lite AUTO forensic digital camera.

Nichols/Riouse moved to approve and execute Resolution 2022-023, Ratify Certification of Compliance with EEO Program and Submission of EEO Utilization Report. Motion passed 5-0.



5) Agreement with Alexander Chemical Corporation for Purchase of Chlorine

City Attorney Bodie Stegelmann asked the Board to approve and execute an agreement with Alexander Chemical Corporation for the purchase of chlorine. Stegelmann said Goshen Utilities has recommended that the City enter into an agreement with Alexander Chemical Corporation for the purchase of chlorine for its water treatment process. This agreement is for a three (3) month term through March 31, 2022, and is renewable, by mutual agreement, for up to three (3) additional terms of three (3) months based on the same terms and conditions as the original agreement. He said the term is so short because of volatility in the chlorine market. In response to a question from Landis, Stegelmann said the amounts purchased did not require bids but various prices were provided. **Kent Holdren**, Superintendent of Goshen Water and Sewer Collections, provided further information on the purchase process. **Nichols/Riouse moved to approve and execute an agreement with Alexander Chemical Corporation for the purchase of chlorine. Motion passed 5-0.**

6) Request to Hire Doug Gadson, Special Firefighter for Goshen Fire Department

Via a memorandum, **Goshen Fire Chief Danny Sink** asked the Board to approve the hiring of Doug Gadson as a special firefighter for the Goshen Fire Department. According to Chief Sinks, Gadson will be assigned typical firefighter duties as the City transitions to providing fire coverage for Elkhart Township through the previously approved Interlocal agreement. Gadson's hiring is subject to Board of Works approving the establishment of compensation for a Special Firefighter, and subject to the Goshen Common Council adopting Ordinance 5110 to include a Special Firefighter position in the 2022 Civil City and Utilities Employees Salary Ordinance. **Mayor Stutsman** said Gadson will help maintain equipment and drive the tanker and will be an asset to the department. **Nichols/Riouse moved to approve the hiring of Doug Gadson as a special firefighter for the Goshen Fire Department. Motion passed 5-0.**

7) Closure of Wilden Avenue, for one day between Jan. 6 to Jan. 14, for the removal of trees (JN: 2014-0035)

City Director of Public Works and Utilities Dustin Sailor asked the Board to approve the closure of Wilden Avenue, between north First Street and north Third Street, for the removal of trees within the right-of-way for one day between Jan. 6 and Jan. 14, 2022. Sailor said Michiana Tree Works will maintain open access for Wilden Avenue residents. He said the closure date will depend on the weather.

Nichols/Riouse moved to approve the closure of Wilden Avenue, between north First Street and north Third Street, for the removal of trees within the right-of-way for one day between Jan. 6 and Jan. 14, 2022. Motion passed 5-0.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:15 p.m.

Goshen Street Commissioner David Gibbs announced that the Christmas Tree Pickup began today, Jan. 3, 2022, and will continued until Feb. 4, 2022. **Mayor Stutsman** thanked Gibbs and congratulated the Street Department for doing a good job on snow removal the past few days.

No one else asked to speak, so the Mayor closed Privilege of the Floor at 2:16 p.m.



As there were no further matters before the Board, Mayor Stutsman/Riouse moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. The meeting was adjourned at 2:16 p.m.

EXHIBIT #1: Added agenda item #7 – a Jan. 3, 2022 Memorandum by the City Engineering Department requesting the closure of Wilden Avenue, for one day between Jan. 6 to Jan. 14, for the removal of trees (JN: 2014-0035)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



**Building Department
CITY OF GOSHEN**

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

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

January 10, 2022

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR MICHAEL L MILLER

Michael L. Miller with Morton Solect Energy LLC, LaGrange, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Miller took the required Prometric exam on October 13, 2020, and received a passing score of 77%. Mr. Miller presently holds a valid electrical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in cursive script that reads "Myron Grise". The signature is written in black ink on a white background.

Myron Grise
Building Commissioner/
Commercial Building Inspector

Rod Roberson
Mayor

Enrique Terazzas
Building Commissioner



Building & Code Enforcement
229 S. Second St.
Elkhart, Indiana 46516
Phone: 574-294-5471
Fax: 574-389-1781
Permit Center Fax: 574-970-1361



REQUEST FOR RECIPROCAL EXAM SCORES


The following named individual, Michael L. Miller, representing, Solect Energy LLC., with offices located at 3000E. 200S. LaGrange, IN 46761 Phone 260-499-3051, is a licensed electrical contractor within the jurisdiction of the City of Elkhart since October 26, 2020.

This individual did achieve a passing score of 77% on a 4-hour National Master Electrician test written and graded by Block & Associates. The test was given in October 13, 2020.

By this letter as directed by the individual named, a license to contract for and perform electrical work in the City/County of, Goshen, Indiana is requested.

This request is forwarded only on the basis that the above named individual has complied with these local jurisdictions requirements for licensing and is in no way to be considered an endorsement or a recommendation of skills or abilities to contract for or perform electrical work.

The acceptance of proof of insurance, bonding or experience is left to the issuer's discretion. The applicant of this request assumes complete responsibility for full and honest disclosure of all information pertaining to this request and holds both the requesting and requested jurisdictions harmless for any delays or difficulties resulting in issuing licenses or permits associated with this request.

X  _____ Date: 12/13/2021

Daniel Riddle
Electrical Inspector
City of Elkhart, Indiana
Chairman of the Examining Board

PROMETRIC



EXAMINATION RESULTS NOTIFICATION

October 20, 2020

MLM Lagrange

Dear Candidate:

We are pleased to inform you that you achieved a passing score on your recent City of Elkhart (Electrical) examination.

Your score(s) are as follow s:

10/12/2020	Elkhart, IN		
	Master Electrical	77	Pass

City of Elkhart (Electrical) requires a passing percentage of 75%.

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board.

To help you gain the recognition you deserve, Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$30.00 per category.

Please fill out the order form below , cut along the dotted line, then send the completed form to Prometric . Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800)813-6670. All others send to Prometric , 7941 Corporate Dr, Nottingham MD 21236. Allow 2-3 weeks for delivery.

Certificate of Achievement Request

MLM Lagrange

City of Elkhart (Electrical) - Master Electrical - 10/12/2020

Quantity

[Redacted quantity]

For credit card payment, complete the follow ing.

Card Type: Visa _____ Mastercard

[Redacted card information]

[Redacted card information]

IN40 - bas-inelkh - J



Department of Community Development
CITY OF GOSHEN

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

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

communitydevelop@goshencity.com • www.goshenindiana.org

Memo

To: Goshen Board of Works

From: Mark Brinson

Subject: Agreement to Study Development of Ice Rink and Tennis Bubble

Date: January 7, 2022

The City of Goshen is exploring the possibility of constructing an ice rink and pavilion on the Goshen College Campus. Cripe Design is being retained as a design consultant to prepare conceptual site plans showing how this project might be co-located with other recreational facilities and support facilities on the campus to reduce the cost of construction.

The City of Goshen is funding the cost of the design study. The attached agreement provides a 50% reimbursement from the College, should the City decide to move forward and the Goshen College Board of Directors does not approve the plan.

AGREEMENT

THIS AGREEMENT is made and entered into on January _____, 2022, between the City of Goshen, hereinafter referred to as “City”, and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as “BKRS”.

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on January 1, 2022 and shall terminate on December 31, 2022. The agreement shall be automatically renewed for an additional one (1) year period under the same terms and conditions unless written notice of the intent to terminate the contractual relationship is delivered by either party to the other sixty (60) days before anniversary date.

Section 3. COMPENSATION

City will pay a bi-weekly salary of Three Hundred Eighteen and 69/100 Dollars (\$318.69) to James W. Kolbus, a partner in the law firm of BKRS to act as Planning and Zoning Attorney. As additional compensation for James W. Kolbus, City will provide James W. Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen and agrees to pay for James W. Kolbus’s membership in the Indiana Municipal Lawyers Association.

BKRS will be paid at the rate of One Hundred Ninety Seven Dollars (\$197) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus or by the payments provided in Sections 5 and 6 of this agreement.

BKRS will be paid at the rate of Two Hundred Forty-Five Dollars (\$245) per hour for projects where City’s legal fees are paid from a non-City funding source.

BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.

BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

In the event the agreement remains in effect for 2023, the bi-weekly salary paid to James W. Kolbus and the hourly rates paid to BKRS set forth above shall increase the same percentage as the increase in wages paid to full-time City of Goshen employees in 2023.

Section 4. DUTIES

In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:

1. Attend meetings of the City Plan Commission.
2. Attend meetings of the Board of Zoning Appeals (BZA).
3. Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
4. Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

Section 5. REDEVELOPMENT

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the Redevelopment Commission in the amount of Four Thousand Four Hundred Eighty-Seven Dollars (\$4,487) each month beginning January 15, 2022 and ending December 15, 2022. The assigned attorney will provide legal services to the Redevelopment Commission and the Redevelopment Department that include:

1. Attend all Redevelopment Commission regular and special meetings.
2. Prepare resolutions and ordinances that relate to the issues brought before the Redevelopment Commission.
3. Review and implement statutory changes that affect the activities of the Redevelopment Commission or Redevelopment Department.
4. Negotiate and obtain approval for the establishment or amendment of Tax Increment Financing areas.
5. Provide support in any litigation filed against the Redevelopment Commission or initiated on behalf of the Redevelopment Department. This does not include court appearances on behalf of Redevelopment, preparation for court appearances, or appellate work.
6. Implement eminent domain to obtain real estate for projects funded by the Redevelopment Commission. This does not include legal services related to eminent domain after a suit is filed. It does include assistance to the attorney who files court proceedings for the eminent domain.
7. Negotiate and prepare agreements or other documents connected with issues directly involving the Redevelopment Commission.

The expectation of the City and BKRS is that these services will require twelve (12) hours a week on average.

Section 6. CIVIL CITY

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the City of Goshen Legal/Professional Services Line (101-510-05-431.0000) in the amount of Two Thousand Nine Hundred Eighty-Seven Dollars (\$2,987.00) each month beginning with payment due on January 15, 2022 and ending December 15, 2022. The assigned attorney will provide the following services to the Board of Public Works and Safety:

1. Negotiate the agreement with the Teamsters Union if either City or Union request to open wage negotiations.
2. Provide vacant housing and unsafe building enforcement to the point where a complaint is filed with a court.
3. Prepare annexations when necessary.
4. Prepare water and sewer agreements.
5. Prepare other contractual agreements as assigned by the City Attorney.
6. Work on condemnation proceedings prior to filing complaint in court.
7. Work on real estate transactions as assigned by the City Attorney.
8. Draft ordinances and resolutions as assigned by the City Attorney.
9. Review new legislation and modify existing ordinances, resolutions, and policies affected by the new legislation as assigned by the City Attorney.
10. Other duties assigned by the City Attorney such that the total assignments do not routinely require more than eight (8) hours per week.

The expectation of the City and BKRS is that all these listed services will require eight (8) hours a week on average.

Section 7. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, 5, and 6, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement. Such duties will be performed by BKRS other than the attorney assigned to fulfill the obligations in Sections 5 and 6.

1. Prosecution of violations of city ordinances.
2. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
3. Prepare ordinances requested or authorized by Mayor or a board of the City.
4. Review newly enacted state legislation and update any affected ordinance.
5. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.
6. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.
7. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.

8. The collection of monies owed to the City.
9. Trips made outside the city on the City's behalf and at the request of the Mayor or a board of the City.
10. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
11. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
12. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
13. Draft contracts for execution by City or its various departments.
14. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
15. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
16. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
17. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 8. COMMUNICATIONS

During the term of this Agreement, all attorneys at BKRS who provide legal services to the City must maintain and use in a prompt fashion an email account and daytime phone number at which the City can readily communicate with the attorney providing services to the City.

Section 9. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and Barkes, Kolbus, Rife & Shuler, LLP at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 10. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 11. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 12. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 13. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 14. EMPLOYEE ELIGIBILITY VERIFICATION

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 15. TERMINATION OF AGREEMENT

The City may terminate the contract if BKRS fails to cure a breach of this agreement no later than thirty (30) days after being notified by the City of a breach of the agreement.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Barkes, Kolbus, Rife & Shuler, LLP

City of Goshen
Board of Public Works and Safety

James W. Kolbus, Partner

Jeremy P. Stutsman, Mayor

Donald R. Shuler, Partner

Mary Nichols, Member

Date: January ____, 2022

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Date: January ____, 2022



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

January 6, 2022

To: Board of Public Works and Safety

From: Mark Brinson

Subject: Agreement with Cripe Design, LLC for Master Planning Services for a Tennis Bubble, Ice Rink, and Parking.

Attached for the Board's approval and execution is an agreement with Cripe Design, LLC for Master Planning Services for a Tennis Bubble, Ice Rink and Parking located on the Goshen College Campus. The City is collaborating with Goshen College to explore options to locate a Tennis Bubble and Ice Rink on the Goshen College Campus.

Cripe Design LLC will be paid an hourly amount not to exceed \$38,000.00 for Master Planning Services.

Suggested Motion:

Approve and execute the agreement with Cripe Design, LLC for Master Planning Services for a Tennis Bubble, Ice Rink and Parking.

AGREEMENT

**Master Planning Services
Tennis Bubble, Ice Rink and Parking
Goshen College-City of Goshen**

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Cripe Design, LLC** (“Contractor”), whose mailing address is 22469 SR 120, Elkhart, IN 46516, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the services for the Master Plan Study, which services are more particularly described in Contractor’s December 27, 2021 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Section 2. Effective Date; Term

(A) The agreement shall become effective on the day of execution and approval by both parties.

Contractor shall commence the Duties as soon as practical after receiving a notice to proceed within ninety (90) calendar days of the date of the notice to proceed.

Section 3. Compensation

(A) City will compensate Contractor for the Master Plan Study based on the standard hourly rates set forth below and the actual hours worked not to exceed Thirty-Eight Thousand Dollars (\$38,000.00).

Contractor’s standard hourly rates are as follows:

Managing Engineer & Principal Architect.....	\$150.00 per hour
Landscape Architect & Civil Engineer.....	\$140.00 per hour
Graduate Staff.....	\$105.00 per hour

Section 4. Payment

- (A) City shall pay Contractor for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Clerk/Treasurer
202 South 5th Street
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 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 Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

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

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

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

Section 13. 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 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Cripe Design, LLC
Daniel L. Cripe, Principal Architect, NCARB
22469 SR 120
Elkhart, Indiana 46516

Section 17. Subcontracting or Assignment

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

Section 18. 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 19. 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 20. Applicable Laws

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

Section 21. 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 22. 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 23. 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 24. Entire Agreement

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

Section 25. 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

Cripe Design, LLC

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



December 27, 2021 (Revised)

Mark Brinson, Deputy Mayor
City of Goshen
Goshen, IN

**RE: Goshen College – City of Goshen
Tennis Bubble, Ice Rink & Parking Master Plan Study**

Proposal for Master Planning Services

Cripe Design LLC is pleased to submit this proposal for Master Planning services for the above referenced project. It is our understanding that Goshen College, in collaboration with the City of Goshen, would like to explore options to locate a Goshen College six court enclosed Tennis Bubble and the previously designed Goshen City Ice Rink Pavilion, on the Goshen College Campus. Furthermore, determine locations for shared parking serving the Pavilion, Goshen College Sports & Recreation facilities, and events. This Study will also examine locations for a new 24,000 square feet Goshen College Physical Plant and evaluate a possible new campus vehicular entrance from 15th Street. Potential locations for the Tennis Bubble, Pavilion and new Physical Plant includes the existing Goshen College Campus, east of the railroad track and the vacant field located directly east of the Goshen College track & field and soccer complex and borders 15th Street.

Design Team Activities, Meetings, Presentations and Deliverables:

Preparation for Master Planning will require our Design Team to collect information including; surface storm drainage, retention and removal, general soils characteristics, utilities locations, wind patterns, City Zoning Ordinance requirements, on/off campus pedestrian/bicycle/vehicular circulation patterns & parking, College facilities functional relationships, Greencroft Residents access and Campus circulation, neighboring residential screening/buffering requirements, campus wayfinding, Physical Plant Campus access, adjacencies and facility requirements, Tennis Bubble research, Railroad activity impact, crowd control, Campus Events with anticipated parking needs and daily Campus parking requirements. Our Team will gather this information through available public data, Goshen College data, and Goshen College Staff Interviews, including Physical Plant Staff. Our Design Team will create site analysis graphic maps displaying research and the gathered information. Other reference information will include aerial maps of the Goshen College campus and surrounding areas, and photographs of views into and surrounding potential site locations. Our Team will produce a written facilities & parking program that includes data and information not included in the graphic materials.



Referencing the site analysis, maps, photos and program, our Design Team will conduct a Team Charette and create at least two rough design concepts with sketches and diagrams. All information gathered and created to date will be presented to the Stakeholders for review and comment. The Design Team will further develop two favored design concepts that incorporate the Stakeholders input and comments and present the designs in a second Stakeholder meeting with the intention to discuss, critique and narrow the designs to one preferred concept. The Design Team will develop and refine the favored design and create polished presentation graphics including a manual that compiles all information gathered and produced in this Master Plan Study. The favored design will be presented to the Stakeholders in a final meeting.

Our Design Team propose to perform this Master Plan Study on an hourly plus expenses basis with a Maximum not-to-exceed \$38,000. Development of more than one Master Plan and/or 3D computer modeling is negotiable.

Hourly rates include \$150/hour - Managing Engineer & Principal Architect, \$140/hour Landscape Architect & Civil Engineer, \$105/hour – Graduate Staff

Sincerely,

Cripe Design LLC

A handwritten signature in cursive script that reads "Daniel L. Cripe".

Daniel L. Cripe, Principal Architect, NCARB



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

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with Barkes, Kolbus, Rife & Shuler, LLP
Date: January 10, 2022

Attached for the Board's approval and execution is an agreement with Barkes, Kolbus, Rife & Shuler, LLP for attorney services for 2022.

For 2022, the bi-weekly salary to Jim Kolbus is increased \$318.69 to act Planning and Zoning Attorney. Beginning 2022, the firm will be paid \$197 per hour for all other services rendered on behalf of the City or its departments, provided such services are not covered by the compensation paid to Jim Kolbus as Planning and Zoning Attorney or the legal services provided to Redevelopment and the Civil City covered by the monthly payments. The firm will be compensated \$245 per hour for projects where City's legal fees are paid from a non-City funding source.

The monthly payments to the firm beginning January 2022 for an attorney to provide legal services to Redevelopment will be \$4,487 and for the Civil City they will be \$2,987.

Suggested Motion:

Approve and execute the agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2022 attorney services.

AGREEMENT

THIS AGREEMENT is made and entered into on January _____, 2022, between the City of Goshen, hereinafter referred to as “City”, and the law firm of Barkes, Kolbus, Rife & Shuler, LLP, hereinafter referred to as “BKRS”.

Section 1. EMPLOYMENT

City agrees to employ and BKRS agrees to accept employment upon the terms and conditions of this agreement.

Section 2. TERM

The term of this agreement shall begin on January 1, 2022 and shall terminate on December 31, 2022. The agreement shall be automatically renewed for an additional one (1) year period under the same terms and conditions unless written notice of the intent to terminate the contractual relationship is delivered by either party to the other sixty (60) days before anniversary date.

Section 3. COMPENSATION

City will pay a bi-weekly salary of Three Hundred Eighteen and 69/100 Dollars (\$318.69) to James W. Kolbus, a partner in the law firm of BKRS to act as Planning and Zoning Attorney. As additional compensation for James W. Kolbus, City will provide James W. Kolbus with medical insurance on the same terms and conditions as medical insurance is provided to full-time employees of the City of Goshen and agrees to pay for James W. Kolbus’s membership in the Indiana Municipal Lawyers Association.

BKRS will be paid at the rate of One Hundred Ninety Seven Dollars (\$197) per hour for all services rendered on behalf of the City or its departments, provided such services are not covered by the salary paid to James W. Kolbus or by the payments provided in Sections 5 and 6 of this agreement.

BKRS will be paid at the rate of Two Hundred Forty-Five Dollars (\$245) per hour for projects where City’s legal fees are paid from a non-City funding source.

BKRS will be reimbursed for all expenses incurred in rendering services to the City, including, but not limited to filing fees, long distance telephone calls, deposition costs, and other costs which are reasonably incidental to the rendering of legal services on behalf of the City.

BKRS will be reimbursed for expenses to attend any seminar or training session, including the costs of the seminar, meals, lodging and transportation if attendance is approved by the Board of Public Works and Safety or Mayor.

In the event the agreement remains in effect for 2023, the bi-weekly salary paid to James W. Kolbus and the hourly rates paid to BKRS set forth above shall increase the same percentage as the increase in wages paid to full-time City of Goshen employees in 2023.

Section 4. DUTIES

In exchange for the salary paid to James W. Kolbus, he or another full-time attorney of BKRS will on his behalf render the following services:

1. Attend meetings of the City Plan Commission.
2. Attend meetings of the Board of Zoning Appeals (BZA).
3. Give general legal advice to the members of the City Planning Commission and members of the BZA on matters before the Plan Commission or BZA.
4. Attend two (2) days of seminars or training sessions if requested or approved by the Mayor or Board of Public Works and Safety.

Section 5. REDEVELOPMENT

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the Redevelopment Commission in the amount of Four Thousand Four Hundred Eighty-Seven Dollars (\$4,487) each month beginning January 15, 2022 and ending December 15, 2022. The assigned attorney will provide legal services to the Redevelopment Commission and the Redevelopment Department that include:

1. Attend all Redevelopment Commission regular and special meetings.
2. Prepare resolutions and ordinances that relate to the issues brought before the Redevelopment Commission.
3. Review and implement statutory changes that affect the activities of the Redevelopment Commission or Redevelopment Department.
4. Negotiate and obtain approval for the establishment or amendment of Tax Increment Financing areas.
5. Provide support in any litigation filed against the Redevelopment Commission or initiated on behalf of the Redevelopment Department. This does not include court appearances on behalf of Redevelopment, preparation for court appearances, or appellate work.
6. Implement eminent domain to obtain real estate for projects funded by the Redevelopment Commission. This does not include legal services related to eminent domain after a suit is filed. It does include assistance to the attorney who files court proceedings for the eminent domain.
7. Negotiate and prepare agreements or other documents connected with issues directly involving the Redevelopment Commission.

The expectation of the City and BKRS is that these services will require twelve (12) hours a week on average.

Section 6. CIVIL CITY

The attorneys at BKRS will designate an attorney for the following legal services in exchange for a monthly payment from the City of Goshen Legal/Professional Services Line (101-510-05-431.0000) in the amount of Two Thousand Nine Hundred Eighty-Seven Dollars (\$2,987.00) each month beginning with payment due on January 15, 2022 and ending December 15, 2022. The assigned attorney will provide the following services to the Board of Public Works and Safety:

1. Negotiate the agreement with the Teamsters Union if either City or Union request to open wage negotiations.
2. Provide vacant housing and unsafe building enforcement to the point where a complaint is filed with a court.
3. Prepare annexations when necessary.
4. Prepare water and sewer agreements.
5. Prepare other contractual agreements as assigned by the City Attorney.
6. Work on condemnation proceedings prior to filing complaint in court.
7. Work on real estate transactions as assigned by the City Attorney.
8. Draft ordinances and resolutions as assigned by the City Attorney.
9. Review new legislation and modify existing ordinances, resolutions, and policies affected by the new legislation as assigned by the City Attorney.
10. Other duties assigned by the City Attorney such that the total assignments do not routinely require more than eight (8) hours per week.

The expectation of the City and BKRS is that all these listed services will require eight (8) hours a week on average.

Section 7. HOURLY BILLED SERVICES

In addition to the duties covered in Section 4, 5, and 6, BKRS may be assigned the following duties for which additional compensation will be paid on an hourly basis in accordance with this agreement. Such duties will be performed by BKRS other than the attorney assigned to fulfill the obligations in Sections 5 and 6.

1. Prosecution of violations of city ordinances.
2. Examine title searches, and abstracts, prepare documents, negotiate and draft real estate contracts and leases and attend real estate closings to the extent that such are required in any public work, including opening, closing or changing any street, alley or public place.
3. Prepare ordinances requested or authorized by Mayor or a board of the City.
4. Review newly enacted state legislation and update any affected ordinance.
5. Represent the City in litigation, threatened or filed, on behalf or against the City or a board of the City.
6. Any legal work rendered on behalf of a board of the City other than attendance at regular meetings, including, but not limited to attendance and work related to administrative hearings of the board.
7. Participate in the negotiation of the employment or union contracts of City employment if requested to do so by Mayor.

8. The collection of monies owed to the City.
9. Trips made outside the city on the City's behalf and at the request of the Mayor or a board of the City.
10. Services performed in litigation and administration of City water and sewage utilities, including rate change requests.
11. Legal services rendered in connection to the issue or sale of general obligation bonds or revenue bonds for City utilities or other entities.
12. Services rendered to the Board of Zoning Appeals or Planning Commission other than attending regular meetings, including rendering general legal opinions and preparation and/or review of ordinances affecting planning and zoning.
13. Draft contracts for execution by City or its various departments.
14. Attend meetings of the Aviation Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
15. Attend meetings of the Cemetery Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
16. Attend meetings of the Park Board when the matters to be considered by the Board require the attention of legal counsel and render any legal services requested by the Board.
17. A matter assigned or authorized by a Board of the City, the Mayor, or the City Attorney.

Section 8. COMMUNICATIONS

During the term of this Agreement, all attorneys at BKRS who provide legal services to the City must maintain and use in a prompt fashion an email account and daytime phone number at which the City can readily communicate with the attorney providing services to the City.

Section 9. NOTICES

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and sent by regular United States mail to City at City of Goshen, 202 South Fifth Street, Goshen, Indiana 46528, and Barkes, Kolbus, Rife & Shuler, LLP at Barkes, Kolbus, Rife & Shuler, LLP, 118 North Main Street, Goshen, Indiana 46526, or such other place as the parties may designate from time to time in writing.

Section 10. WAIVER OF BREACH

No waiver of a breach under this agreement shall operate to be considered a waiver of any subsequent breach. No waiver shall be valid unless it is in writing.

Section 11. CONFLICTS

BKRS agrees not to accept any other employment if that employment would put BKRS in a position to be in conflict with the interests of the City without the written consent of City. When such conflict first becomes apparent, BKRS agrees to advise the City of the conflict immediately upon discovery.

Section 12. ASSIGNMENT

Neither party can assign or delegate its duties or obligations under this agreement without the written consent of the other party.

Section 13. MODIFICATIONS

The terms of this agreement may not be altered except in writing signed by the party against whom enforcement of the waiver, modification or extension is sought.

Section 14. EMPLOYEE ELIGIBILITY VERIFICATION

BKRS shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. BKRS shall not knowingly employ or contract with an unauthorized alien. BKRS shall not retain an employee or continue to contract with a person that BKRS subsequently learns is an unauthorized alien. BKRS shall require any subcontractor, who performs work under this contract to certify to BKRS 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. BKRS agrees to maintain this certification throughout the duration of the term of a contract with any subcontractor. BKRS affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

Section 15. TERMINATION OF AGREEMENT

The City may terminate the contract if BKRS fails to cure a breach of this agreement no later than thirty (30) days after being notified by the City of a breach of the agreement.

IN WITNESS WHEREOF, the parties have set their hands to this agreement as set forth below.

Barkes, Kolbus, Rife & Shuler, LLP
City of Goshen
Board of Public Works and Safety

James W. Kolbus, Partner

Jeremy P. Stutsman, Mayor

Donald R. Shuler, Partner

Mary Nichols, Member

Date: January ____, 2022

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Date: January ____, 2022



**Stormwater Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
1933 WHISPERING PINES
(JN: 2017-2035)**

DATE: January 7, 2022

The home at 1933 Whispering Pines (Greencroft) has passed its final building inspection and the project is substantially complete except for seeding and otherwise stabilizing disturbed areas. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owner, Greencroft Goshen, Inc. agrees to stabilize 4,100 square feet of disturbed area with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is under \$2,000 and no hard surface needs installed. Thus, no surety amount is required.

Requested Motion: Approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 1933 Whispering Pines.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 22, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen, Inc.

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1933 Whispering Pines Court, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 4,100 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install all required parking lot striping for parking spaces at the Site.

Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

Install approximately _____ of concrete sidewalk at the Site to the building entrance.

Install the following certain parts or equipment at the Site: _____

Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$ _____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

8. **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.
9. **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 agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Greencroft Goshen, Inc.
 Attention: Troy Handrich
 1721 Greencroft Blvd., P.O. Box 819
 Goshen, IN 46527-0819

Builder: _____

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

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

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **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.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.

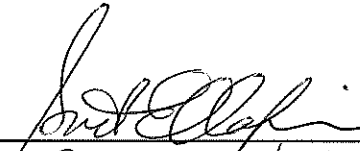
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.


15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 
Printed: Brent E. Natziger
Title (if any): VP of Operations
Date: 1-6-2022

Signature: 
Printed: Troy Handrich
Title (if any): Dir of Maint
Date: 1/6/22

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



Stormwater Department

CITY OF GOSHEN

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

Phone (574) 534-2201 • Fax (574) 533-8626

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENTS FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
AT 2005 AND 2007 WAKEFIELD ROAD
(JN: 2017-2047)**

DATE: January 7, 2022

The duplex units at 2005 and 2007 Wakefield Road (Pickwick Village) have passed their final building inspections and are substantially complete except for seeding and otherwise stabilizing disturbed areas. These final requirements cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits two (one for each address) Agreements for the Completion of the Construction Project for approval and authorization for the Mayor to execute.

The property owner, Spring Run Partners LLC agrees to stabilize approximately 4,500 square feet of disturbed area in each lot with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work for each address is under \$2,000 and no hard surface needs installed. Thus, no surety amount is required.

Requested Motions:

- Approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2005 Wakefield Road
- Approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2007 Wakefield Road

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 22, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Spring Run Partners LLC

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2005 Wakefield Road, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 4,500 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20____.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

- Install approximately _____ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: _____

- Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of _____ Dollars (\$ _____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

- 8. **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.
- 9. **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 agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Spring Run Partners LLC
 2702 W Wilden Ave
 Goshen, IN 46528

Builder: _____

No Builder

- 10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

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

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

- 11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
- 12. **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.
- 13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.


14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 
Printed: WILLIAM F EVERETT
Title (if any): MANAGING MEMBER
Date: 20 DEC 2021

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

**AGREEMENT FOR THE COMPLETION
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on _____, 20 22, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Spring Run Partners LLC

and, if the builder is responsible for completing the remaining work,

Builder: _____

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2007 Wakefield Road, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

certain exterior work that cannot be completed due to weather conditions.

the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 20 22, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 4,500 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

Install the hard surface driveway for the Site.

Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install the hard surface parking lot for the Site.

Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.

Install all required parking lot striping for parking spaces at the Site.

Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

Install approximately _____ of concrete sidewalk at the Site to the building entrance.

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Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

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Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee:

Property Owner: Spring Run Partners LLC
 2702 W Wilden Ave
 Goshen, IN 46528

Builder: _____

No Builder

- 10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

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15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:¹

Property Owner:

Signature: 
Printed: WILLIAM F EVERETT
Title (if any): MANAGING MEMBER
Date: 20 DEC 2021

Signature: _____
Printed: _____
Title (if any): _____
Date: _____

Builder:

Signature: _____
Printed: _____
Title: _____
Date: _____

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
Phone (574) 534-2201 • Fax (574) 533-8626
stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
LIPPERT COMPONENTS, INC. SKYVIEW ROAD AMENDMENT #3
(JN: 2019-2043 & 2021-2012)**

DATE: January 10, 2022

The developer of Lippert Components, Inc. Skyview Road Amendment #3 located at 3048, 3055, 3135, and 3152 Skyview Road, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Lippert Components, Inc. Skyview Road Amendment #3 as it has been found to meet the requirements of City Ordinance 4329.

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