



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., January 31, 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: Jan. 24, 2022

Approval of Agenda

- 1) OPENING OF BID(S): Ambulance with 4X2 Chassis for the City of Goshen
- 2) Resolution 2022-06: Declaring Surplus and Authorizing the Disposal of Personal Property
- 3) Agreement with Eyedart Studio, LLC for Good of Goshen 2022 Marketing Services
- 4) Agreement with Peerless Midwest, Inc. for Phase II 5 Year Wellhead Protection
- 5) Agreement Amendment with Peerless Midwest, Inc. for Well 6A Cleaning and Maintenance
- 6) Agreement with Baker Tilly to prepare RFP for City banking services (Clerk-Treasurer)
- 7) Request to remove "no parking" restrictions on 1st Street, between Wilkinson St. & River Ave.
- 8) Request for stop sign at Plymouth and 15th streets & "cross traffic does not stop" sign
- 9) Request to alter speed limits on Reliance Road between CR 32 and Peddlers Village Road
- 10) Approval & acceptance of infrastructure: Rock Run Sewer Improvements (2019-0025C)
- 11) Agreements for completion of construction project: 1936 Lighthouse Lane (JN: 2006-2057)



12) Agreement for completion of construction project: 502 River Race Drive

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., Jan. 31, 2022

Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members: Mayor Stutsman and members Mike Landis and Mary Nichols

1) Presentation: Stormwater Department annual report for 2021

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JAN. 24, 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/APPROVE MINUTES: Minutes of the Jan. 18, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the Board agenda with one added item, designated as agenda item #11. Wilden Avenue Reconstruction – NIPSCO Gas Relocation. Board member Riouse moved to approve the agenda as suggested. Board member Swartley seconded the motion. Motion passed 5-0.

1) Fire Department: Promotion of Wesley A. White to Private First Class (Assistant Chief Anthony Powell)
Assistant Fire Department Chief Anthony Powell asked the Board to approve the promotion of Wesley A. White to the rank of Private First Class for the Goshen Fire Department, retroactive to Jan. 4, 2022. Assistant Chief Powell said White completed his probationary year on Jan. 4, 2022 and the promotion was recommended based on White's performance and recommendations from his shift Battalion Chief and Training Officer. Riouse/Swartley moved to approve the promotion of Wesley A. White to the rank of Private First Class for the Goshen Fire Department, retroactive to Jan. 4, 2022. Motion passed 5-0. After the promotion was approved, Mayor Stutsman swore in Wesley A. White as a Private First Class for the Goshen Fire Department.

2) Fire Department: Resignation of Private First Class Adam Peisker (Assistant Chief Anthony Powell)
Assistant Fire Department Chief Anthony Powell asked the Board accept the resignation of Private First Class Adam Peisker from the Goshen Fire Department, effective Jan. 26, 2022. In his letter of resignation, Peisker wrote that he and his wife planned to leave the community and he is embarking on a new career. He wrote that he has enjoyed working for the department and he praised his colleagues. Assistant Chief Powell thanked Peisker for his service and wished him the best in his new endeavors. Mayor Stutsman echoed Chief Powell's sentiments. Riouse/Swartley moved to accept the resignation of Private First Class Adam Peisker from the Goshen Fire Department, effective Jan. 26, 2022. Motion passed 5-0.

3) Police Department: Conditional offer of employment to Tanner Ray Warlick (Shannon Marks)
Shannon Marks, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to Tanner Ray Warlick as a probationary patrol officer and approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Warlick.



The agreement set forth the conditions that Warlick must meet prior to beginning employment as a probationary patrol officer, and requires him to successfully complete all training requirements once employed. The Police Department will ask the Board to confirm the offer of employment when a position opening becomes available. **Riouse/Swartzley moved to extend a conditional offer of employment to Tanner Ray Warlick as a probationary patrol officer and approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Warlick. Motion passed 5-0.**

4) Transit Services Agreement with MACOG (City Attorney Bodie Stegelmann)

Goshen City Attorney Bodie Stegelmann asked the Board to approve the Transit Services Agreement with MACOG and authorize the Mayor to sign on behalf of the Board. The Michiana Area Council of Governments (MACOG) is the recipient of grant funds which are used to provide the Interurban Trolley and Interurban Trolley ADA Paratransit Services. According to the agreement, the City will contribute \$62,000.00 in 2022 as local matching funds to be used for this transit program administered by MACOG. **Mayor Stutsman** said an expansion of the Trolley system in Goshen is being planned. However, the Mayor said the expansion is contingent on the delivery of another trolley, which has been delayed by supply chain issues.

Riouse/Swartzley moved to approve the Transit Services Agreement with MACOG and authorize the Mayor to sign on behalf of the Board of Public Works and Safety. Motion passed 5-0.

5) Resolution 2022-05 Approving City of Goshen policies and repealing various policies

Goshen City Attorney Bodie Stegelmann asked the Board to approve Resolution 2022-05 – Approving City of Goshen Policies and Repealing Various Policies. The policies will be in the City Policy Manual, a compilation of personnel and procedural policies for all city employees, offices, and departments, unless otherwise specified.

Background: **Mayor Stutsman** said when City staff began reviewing City policies, they learned that some dated to the 1980s and some policies had never been formally approved. So, a review and revision process was launched. A nine-member City committee reviewed all policies and City Attorney Stegelmann and the Legal Department made the necessary updates. **City Attorney Stegelmann** said all of the policies have been reviewed multiple times. He said the review began several years ago, but was interrupted by the COVID-19 pandemic and other matters.

On Jan. 24, City Attorney Stegelmann said the matter came before the Board on Jan. 18, was discussed and was tabled to the Jan. 24 meeting to allow for further discussion and consideration. Stegelmann said a reference in one policy to the Board's "secretary" has been changed to the City Clerk-Treasurer. He said the revision date on the policies has been changed to Jan. 24, 2022. **Mayor Stutsman** noted that Board member Landis had asked for time to consult with the City attorney about some of the policies and he asked Landis if he had further questions. Landis said he had spoken to Stegelmann and resolved his questions. The Mayor added that once approved, all of the policies will be posted online, where the latest versions will be available.

Riouse/Swartzley moved to approve Resolution 2022-05 – Approving City of Goshen Policies and Repealing Various Policies. Motion passed 5-0.

The following policies were included in the revisions approved by the Board: INTRODUCTION OF POLICIES; INTERPRETATION OF POLICIES AND APPEAL; INCORPORATION OF SALARY ORDINANCES; NON-DISCRIMINATION IN EMPLOYMENT; DISCRIMINATION AND HARASSMENT; ADA COORDINATOR AND GRIEVANCE PROCEDURES; EMPLOYMENT OF RELATIVES BY CITY; CONTRACTING WITH THE CITY;



DRUG-FREE WORKPLACE; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING; DRUG AND ALCOHOL TESTING FOR SAFETY SENSITIVE POSITIONS; DRESS CODE; PERSONNEL PERFORMANCE EVALUATION; DISCIPLINE; TRANSFER BETWEEN DEPARTMENTS; CHILD PROTECTION; HOURS OF WORK AND COMPENSATION; VACATION DAYS; FAMILY SICK LEAVE; TRANSFER OF SICK TIME, VACATION LEAVE, OR COMPENSATORY TIME TO ANOTHER EMPLOYEE; COURT DUTY; FUNERAL LEAVE AND FEES; MILITARY LEAVE; FAMILY AND MEDICAL LEAVE ACT ("FMLA"); EXTENDED MEDICAL LEAVE; CONTINUATION OF HEALTH INSURANCE COVERAGE UNDER COBRA; BEGINNING WAGES; INCREMENT PAY; WORKER'S COMPENSATION; CLOTHING, FOOTWEAR, PHYSICAL FITNESS ALLOWANCE; EDUCATIONAL ASSISTANCE; NON-SMOKING DESIGNATION; EMERGENCY PREPAREDNESS; SMALL PURCHASE; TRAVEL; CREDIT CARD USE; SOLICITATION OF FUNDS; GIFTS; CAPITALIZATION & INVENTORY CONTROL; FLEET MANAGEMENT; MOTOR VEHICLE DRIVING POLICY; REDUCED IDLING; PERSONAL USE OF CITY VEHICLES; E-MAIL, DIGITAL MEDIA, INTERNET, FAX, AND TELEPHONE USE; CELL PHONE; DIGITAL MEDIA; and TELECOMMUTING POLICY. **The following current City of Goshen Policies were repealed:** INTRODUCTION OF POLICIES, Policy Number: 100-01; INTERPRETATION OF POLICIES AND APPEAL, Policy Number: 100-02; NON-DISCRIMINATION IN EMPLOYMENT, Policy Number: 200-01; DISCRIMINATION AND HARASSMENT, Policy Number: 400-02, Resolution 2015-Y; EMPLOYMENT OF RELATIVES BY CITY, Policy Number: 200-02; CONTRACTING WITH THE CITY, Policy Number: 800-07, Resolution 2012-15; DRUG-FREE WORKPLACE, Policy Number: 400-03; CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING, Policy Number: 400-04; DRESS CODE, Policy Number: 400-01; PERSONNEL PERFORMANCE EVALUATION, Policy Number: 200-05; DISCIPLINE, Policy Number: 300-20; TRANSFER BETWEEN DEPARTMENTS, Policy Number: 300-19; HOURS OF WORK AND COMPENSATION, Policy Number: 300-01; POSITION STATUS AND EMPLOYMENT BENEFITS ELIGIBILITY, Policy Number: 300-02; VACATION DAYS, Policy Number: 300-11; SICK LEAVE, Policy Number: 300-13; PERSONAL LEAVE DAYS, Policy Number: 300-14; TRANSFER OF SICK TIME, VACATION LEAVE, OR COMPENSATORY TIME TO ANOTHER EMPLOYEE, Policy Number: 300-18; JURY DUTY, Policy Number: 300-10; FUNERAL LEAVE, Policy Number: 300-17; FAMILY AND MEDICAL LEAVE ACT ("FMLA"), Policy Number: 300-16; EXTENDED MEDICAL LEAVE, Policy Number: 300-15; CONTINUATION OF HEALTH INSURANCE COVERAGE UNDER COBRA, Policy Number: 300-05; TIMEKEEPING POLICY, Policy Number: 300-06; BEGINNING WAGES; INCREMENT PAY, Policy Number: 300-07; LONGEVITY PAY, Policy Number: 300-08; WORKER'S COMPENSATION, Policy Number: 300-09; HOLIDAYS, Policy Number: 300-12; CLOTHING, FOOTWEAR, PHYSICAL FITNESS ALLOWANCE, Resolution 2016-Y; EDUCATIONAL ASSISTANCE; NON-SMOKING DESIGNATION, Policy Number: 500-01; WELLNESS PROGRAM, Policy Number: 500-03; INDEPENDENT MEDICAL EXAMINATIONS, Policy Number: 500-04; TORNADO, Policy Number: 500-07; INVENTORY CONTROL, Policy Number: 600-01; USE OF FAX MACHINES AND SIMILAR DEVICES, Policy Number: 700-01; COPIER COSTS, Policy Number: 700-02; SMALL PURCHASE, Policy Number: 800-04; TRAVEL, Policy Number: 800-03; CREDIT CARD USE, Policy Number: 800-01; MILEAGE REIMBURSEMENT, Policy Number: 800-02; SOLICITATION OF FUNDS, Policy Number: 900-02; GIFTS, Policy Number: 900-03; ADA COORDINATOR AND GRIEVANCE PROCEDURES, Resolution 2011-P; MOTOR VEHICLE DRIVING POLICY, Policy Number: 700-09; REDUCED IDLING, Policy Number: 700-08; PERSONAL USE OF CITY VEHICLES, Policy Number: 700-03; E-MAIL & INTERNET, Policy Number: 700-04; CELL PHONE, Resolution 2013-H; TELECOMMUTING POLICY, Policy Number: 700-07; and STOP SMOKING 500-02.



6) Agreement with Greencroft Goshen for completion of project at 2096 Whispering Pines (JN: 2020-2017)
Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2096 Whispering Pines. Sailor said the unit at 2096 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. Sailor said the property owner, Greencroft Goshen, Inc. agrees to stabilize 4,300 square feet with seed as a temporary stabilization measure by June 15, 2022. The expected cost of work for is under \$2,000 and no hard surface needs installed, so, no surety amount is required.

Riouse/Swartley moved to approve and authorize the Mayor to execute the Agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2096 Whispering Pines. Motion passed 5-0.

7) Approval of infrastructure/maintenance bond for North Main Street Improvement project (JN: 2016-0020)
Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve the acceptance of infrastructure and maintenance bond for the North Main Street Improvement project. Copies of the bond and asset values were attached to the agenda packet. Sailor said the installation of infrastructure (water main, sanitary and storm sewer, curb and asphalt) has been satisfactorily completed by Niblock Excavating for the above listed project. The Engineering Department recommends that the infrastructure be accepted for maintenance. The three-year maintenance bond in the amount of \$71,360.00 (10% of the construction costs) for the infrastructure has been submitted to the City of Goshen Engineering Department.

Riouse/Swartley moved to approve the acceptance of infrastructure and maintenance bond for the North Main Street Improvement project. Motion passed 5-0.

8) Approval of temporary right-of-entry agreement for pedestrian path at Dierdorff Road (JN: 2020-0027)
Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve the temporary right-of-entry agreement with Missionary Church North Central District, Inc. at 2612 Dierdorff Road. In order to complete the public path along the south side of Kercher Road at the intersection with Dierdorff Road, work will extend beyond the existing right of way at the southeast corner. The temporary right-of entry agreement will provide the contractor access to reshape the slope of the existing retention basin and construct the public path. The existing church sign at the southeast corner will be removed and the church will install a new sign outside the right-of-way per the agreement. All disturbed areas will be restored per current City Standards. **Board member Landis** asked how the sign ended up in the City's right-of-way. **Sailor** said the sign should have been outside the right-of-way and will be relocated.

Riouse/Swartley moved to approve the temporary right-of-entry agreement with Missionary Church North Central District, Inc. at 2612 Dierdorff Road. Motion passed 5-0.

9) Change Order No. 4 for the Douglas, Reynolds, and 16th Streets Project (JN: 2020-0017)
Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve Change Order No. 4 for the Douglas, Reynolds and 16th streets Reconstruction Project.



Sailor said the previous contract quantity for Line 35 - "HMA Binder, 19.0 mm, Type B" - did not take into account paving that occurred on the morning of June 24, 2021, to finish the intermediate HMA course. Missing material tickets from that date were identified and the correct quantity was agreed-upon the week of Jan. 10, 2022. Change Order No. 4 corrects the balanced quantity. Sailor said the original contract amount plus additions from Change Order No. 1 through Change Order No. 3 was \$972,979.84. The quantities from Change Order No. 4 increase the contract amount by \$12,106.20, for a revised contract amount of \$985,086.04, an increase of 12.03% over the original contract price. No additional time will be added to the contract.

Riouse/Swartley moved to approve Change Order No. 4 for the Douglas, Reynolds and 16th streets Reconstruction Project for an increase of \$12,106.20. Motion passed 5-0.

10) 2022 draft meeting calendar for the Board of Public Works & Safety (Clerk-Treasurer Aguirre)

City Clerk-Treasurer Richard Aguirre asked the Board to approve a draft Board meeting calendar for 2022. Aguirre said included in the meeting packet was a draft Board of Works & Safety meeting calendar for 2022 that included feedback from Board members and is designed to provide a meeting schedule for the Board and the public. The draft calendar includes meeting cancellations on one date (April 4) when Board members Mary Nichols and Mayor Stutsman will be absent, one date (Oct. 10) when Nichols will be gone and meeting prep will be difficult because the Mayor and the Clerk-Treasurer will be at a conference Oct. 4-6 and will nevertheless need to prepare for a Council meeting on Oct. 10, and one date (Nov. 28) when preparing for the meeting would also be very difficult because City offices will be closed the prior Thursday and Friday (Thanksgiving holiday). Aguirre also proposed the Board observe City holidays and not meet the following Tuesdays. These include Memorial Day, July 4th and Labor Day. Finally, he proposed the final meeting of 2022 be Dec. 19, with no meeting on Dec. 26. After the Board approves the calendar, Aguirre said it would be posted on the City's website and distributed to the news media and Department Heads. In response to a question from Board member Swartley, Aguirre clarified the dates the Board will not meet. Mayor Stutsman said special meetings may still be necessary. Aguirre said the calendar will be helpful to city staff.

Riouse/Swartley moved to approve the Board of Works & Safety 2022 meeting calendar. Motion passed 5-0.

11) Wilden Avenue Reconstruction – NIPSCO Gas Relocation (JN: 2014-0035)

Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to approve lane restrictions on Wilden Avenue, between SR 15 and Rock Run Creek, beginning on Wednesday, Jan. 26, 2022 and completed by Monday, Feb. 28, 2022 for the purpose of relocating NIPSCO gas facilities. Sailor said NIPSCO has contracted with Infrasource to begin work as early as Jan. 26. He said lane restrictions will be required and MUTCD signage and flaggers will be used to direct traffic. He reminded the Board that it previously approved tree removal on Wilden Avenue, which was completed last week. In support of his request, Sailor distributed to the Board a Memorandum from the Engineering Department on the Wilden Avenue Reconstruction – NIPSCO Gas Relocation (*EXHIBIT #1*)

Riouse/Swartley moved to approve lane restrictions on Wilden Avenue, between SR 15 and Rock Run Creek, beginning on Wednesday, Jan. 26, 2022 and completed by Monday, Feb. 28, 2022 for the purpose of relocating NIPSCO gas facilities. Motion passed 5-0.



CITY OF GOSHEN STORMWATER BOARD

MINUTES OF THE Jan. 24, 2022 REGULAR MEETING

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

Present: Mayor Stutsman and members Mike Landis and Mary Nichols

At 2:19 p.m., Mayor Stutsman temporarily recessed the Board of Works & Safety meeting and convened the Stormwater Board to consider two agenda items.

1) Acceptance of post-construction stormwater management plan for Lippert Components, Inc. Plant #30 Beam Yard (JN: 2019-2019)

Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for Lippert Components, Inc. Plant #30 Beam Yard as it has been found to meet the requirements of City Ordinance 4329. Sailor said the developer of Lippert Components, Inc. Plant #30 Beam Yard, 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."

Nichols/Landis moved to accept the post-construction stormwater management plan for Lippert Components, Inc. Plant #30 Beam Yard as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

2) Acceptance of post-construction stormwater management plan for D&M Sangha II LLC (JN: 2020-2004)

Goshen Director of Public Works and Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for D&M Sangha II LLC as it has been found to meet the requirements of City Ordinance 4329. Sailor said the developer of D&M Sangha II LLC, affecting one (1) or more acres of land and located at 2611 Peddlers Village Road, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Nichols/Landis moved to accept the post-construction stormwater management plan for D&M Sangha II LLC as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

As the matters before the Stormwater Board were concluded, Mayor Stutsman adjourned the Board's meeting and reopened the Board of Public Works & Safety meeting at 2:21 p.m.

Privilege of the Floor:

Mayor Stutsman opened Privilege of the Floor at 2:21 p.m. No one else asked to speak, so the Mayor closed Privilege of the Floor at 2:21 p.m.

HEARING: Board of Public Works and Safety Order: 214 E. Clinton St. (Ron Davidhizar)



BACKGROUND: On Nov. 16, 2021, Ron Davidhizar, was notified via certified mail that his property at 214 E. Clinton St. was in violation of the Goshen City Code. He was informed that the Goshen Building Department inspected the property on Sept. 15, 2021 and cited violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance). **Davidhizar was advised that the property was deemed to be unsafe within the meaning of Indiana Code §36-7-9-4** in that one or more buildings or structures on the property was in an impaired structural condition that made it unsafe to a person or property a public health hazard dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance, vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6, Article 3, Chapter 1. **These violations of Title 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Building Department inspector and had not been satisfactorily repaired or remedied:**

- 1. The structure was damaged in a fire on May 15, 2021 and the structural strength of the exterior walls of the property was insufficient (violation of Section 6.3.1.1 v).**

- 2. The property was vacant and not secured, with multiple areas that were accessible to people and animals to enter the property (violation of Section 6.3.1.1 ff).**

The Building Commissioner determined that these violations made the premises at 214 E. Clinton St. unsafe. Due to the unsafe nature of the building due to the fire, Davidhizar was ordered to demolish the building.

He was advised that if he failed to comply with this Order, the City of Goshen would take action to demolish the building and would bill him for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and could ultimately be enforced in the same manner as any other judgment.

Davidhizar was further notified that a hearing would be held before the Board of Public Works and Safety on Monday, Dec. 6, at 2 p.m., to review the Order of the City of Goshen Building Commissioner.

At 2:33 p.m. on Dec. 6, 2021, Mayor Stutsman opened a hearing on Board of Public Works and Safety Order: 214 E. Clinton St. (Ron Davidhizar, owner of the property).

City Code Enforcement Officer Travis Eash provided sworn testimony on the condition of the property based on an inspection of 214 E. Clinton St. on Nov. 30 and an exterior inspection of the property on Sept. 14 following a May 15, 2021 fire at the property. He said that the Building Department recommends demolition of the structure." Eash said that if the owner decides to do a full remodel, "the Building Department is requesting a structural engineer go through the property to determine which structural members would need to be replaced and all other repairs that would need to be done to the property to bring it into compliance with the 2020 Indiana Residential Code and the engineer's report be sent to the Building Department office."

Afterward, **Mayor Stutsman swore in property owner Ron Davidhizar to provide truthful information.** Responding to questions from his attorney, **John William Davis Jr.,** and Board members, **Ron Davidhizar provided detailed information about 214 E. Clinton St.**

Davidhizar said prior to the fire there was extensive remodeling of the apartment in the home. He said some damage to the home was caused by fire-fighting efforts. Davidhizar said the property is an older home. He described efforts he was making to improve it and work that was being done to repair fire damage. Davidhizar disputed **City Code Enforcement Officer Travis Eash** report on the condition of the property. He stated that he was making efforts to keep people out of the vacant property. Davidhizar said he wanted to restore the property as a duplex for new tenants.



Davidhizar said he would prefer to not have an engineer evaluate the condition of the property because of the expense. He said he would prefer to have a contractor evaluate the property and provide an estimate of repair and restoration costs. **Davidhizar** said he has worked on burned homes in the past and successfully restored them.

Davidhizar also said he wanted a permit from the City so he could proceed with restoration of the property.

City Code Enforcement Officer Travis Eash reiterated the Building Department's recommendation to demolish the structure. **Eash** said if the property owner wants to remodel the structure, the Building Department was first recommending a detailed inspection and report by a structural engineer. **Davidhizar** said he didn't want the property to be unsafe, but would prefer a repair estimate from a contractor instead of a report by a structural engineer.

With testimony concluded, Board members had an extensive discussion about how to proceed. They discussed the report and the evidence presented. They shared their perspectives on the condition of the structure, the extent of the fire damage, whether the structure should be demolished or remodeled and the value of further evaluation by a building contractor or engineer. Board members also discussed the appropriate motion to address the Board of Public Works and Safety Order for 214 E. Clinton St.

Ultimately, Mayor Stutsman made a motion that the doors, windows and other openings at 214 E. Clinton St. be sealed by Dec. 21, that the hearing be continued to Jan. 24 on the condition that Mr. Davidhizar hire a licensed engineer for the remodeling project to move ahead, otherwise the Board on Jan. 24 will want to know why an engineer wasn't hired. Landis seconded the motion. Motion passed 5-0.

At 2:22 p.m. on Jan. 24, 2022, Mayor Stutsman opened a public hearing on Board of Public Works and Safety Order: Premises at 214 E. Clinton St. (owned by Ron Davidhizar).

Mayor Stutsman said that at the last hearing, the Board approved a motion that ordered Mr. Davidhizar to have a structural engineer conduct an evaluation of the property by this date and also seal the home. The Mayor noted that Mr. Davidhizar and his attorney, John William Davis Jr., were not present for today's hearing. He asked City Building Commissioner Myron Grise to provide an update.

Commissioner Grise said he visited the home on 214 E. Clinton St. earlier on Jan. 24, 2022 and took some photographs, copies of which he distributed to the Board (**EXHIBIT #2**). Grise said the bottom portion of the home had been secured with pieces of wood, but the upper portions were unsecured. He noted that the Board had directed that Mr. Davidhizar present an engineering report on Jan. 24 and also secure the premises.

Asked by **Mayor Stutsman** if he was aware a structural engineering report was in progress, **Commissioner Grise** said he was unaware of that happening. Grise said that during a conversation with Mr. Davidhizar about another property about three weeks ago, Mr. Davidhizar said he wasn't planning to hire a structural engineer for 214 E. Clinton Street because of the expense.

Mayor Stutsman and **Board member Landis** briefly discussed the Board's action at the Dec. 6 hearing.

City Superintendent of the Water and Sewer Plant Kent Holdren told the Board that City staff were asked to respond to 214 E. Clinton Street in response to a report of water flowing into the basement. Holdren said the caller identified himself as a structural engineer who was inspecting the premises. **Commissioner Grise** said the call occurred about a week ago, and City staff have not heard anything since then.

In response to a question from **Mayor Stutsman** about contact with Mr. Davidhizar, **Commissioner Grise** said neither he nor his secretary had been contacted by Mr. Davidhizar and didn't know why he wasn't at today's hearing.



In light of the information conveyed, **Mayor Stutsman** asked **City Attorney Stegelmann** about possible options for Board action at today's hearing. **Stegelmann** said Mr. Davidhizar was given notice about the date and time of today's hearing, but without his presence, it was not possible to get his perspective on the situation. **Stegelmann** said there may have been a visit to 214 E. Clinton St. by a structural engineer, but Mr. Davidhizar may not have liked the engineer's conclusions or perhaps Mr. Davidhizar chose not to attend today's hearing.

City Attorney Stegelmann said that at the last hearing, the Board affirmed the order from the Building Commissioner and allowed Mr. Davidhizar to hire a structural engineer to establish that the structure was sound and to also secure the building, but the Board held off on further orders on what should be done. **Stegelmann** said the Board could move forward and make that order on what needs to be done with the house or it could schedule another hearing for the explicit purpose of telling Mr. Davidhizar what needs to be done with the house.

Board member Riouse asked that in the absence of Mr. Davidhizar, could the Board consider Mr. Davidhizar's comments to City staff that he didn't care about hiring a structural engineer. **City Attorney Stegelmann** said that what was said by City staff today wasn't testimony under oath, so the comments shouldn't probably be taken into account by the Board in making a decision.

Board member Landis asked if the Board could take action that would put the burden on Mr. Davidhizar if he didn't like the action the Board took. **Landis** asked if Mr. Davidhizar could be required to provide proof that a structural engineer concluded the property was fine. And if so, **Landis** asked, how might Mr. Davidhizar be notified of the Board's action and be asked to respond within 10 days. **City Attorney Stegelmann** responded that Mr. Davidhizar would be sent a letter by certified mail informing him of what happened at the hearing. **Stegelmann** said the Board could issue an order setting forth actions Mr. Davidhizar would have to take by a certain date.

Mayor Stutsman said it appeared the Board could order demolition, but then give Mr. Davidhizar a certain amount of time to present the structural engineer's report. **Landis** said that perhaps Mr. Davidhizar did not appear today because of the snowy weather.

Board member Swartley asked **Superintendent Holdren** about the person who had called City staff about the water in the basement – and whether he had identified himself or provided a business card. **Holdren** said the person only called the Utilities office and said he was at 214 E. Clinton Street for an inspection and asked that the water be shut off. And **Holdren** said that was done.

Board members discussed the time it might take a structural engineer to complete a report on the premises. **Mayor Stutsman** said it might take two or three more weeks. He said demolition could be ordered after that time period.

Board member Swartley asked if the photographs showed that the premises had been closed as directed by the Board. **Mayor Stutsman** said it didn't appear the home was sealed correctly. In response to questions from **Swartley**, **Commissioner Grise** said the back door of the premises was locked and that plywood was placed over it.

Landis made a motion that the property at 214 E. Clinton Street, which had been damaged by a fire, be ordered demolished by March 31, 2022 and that Mr. Davidhizar be notified in writing and that if he contests that action, he must respond by Feb. 7, 2022. **Nichols** seconded the motion. Motion passed 5-0.

As there were no further matters before the Board, **Mayor Stutsman/Swartley** moved to approve Civil City and Utility claims and to adjourn the meeting. Motion passed 5-0. The meeting was adjourned at 2:34 p.m.



EXHIBIT #1: Memorandum from the City Engineer Department on the Wilden Avenue Reconstruction – NIPSCO Gas Relocation (Agenda item #11)

EXHIBIT #2: Printouts of three pages of color photographs taken Jan. 24, 2022 by City Building Commissioner Myron Grise and presented during the hearing on Board of Public Works and Safety Order: 214 E. Clinton St.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer

CITY OF GOSHEN
AMBULANCE WITH 4X2 CHASSIS
INVITATION

The City of Goshen is soliciting sealed proposals for the purchase of an Ambulance with 4x2 Chassis Specification Documents may be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 The City shall not be responsible for documents obtained from any other source.

A proposal must be submitted in accordance with the Instructions and all contractual terms and conditions that are included in the Specification Documents.

Sealed proposals must be received by the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, Indiana 46528 by 1:45 p.m. (local time) on January 31, 2022. All proposals received will be taken to the January 31, 2022 Goshen Board of Public Works and Safety meeting at 2:00 p.m. to be publicly opened and read aloud. The Board meeting will be held in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana.

In addition to cost, proposals will be evaluated based on whether the bidder/quoter/offeror is responsible, and if the bidder/quoter/offeror's proposal is responsive.



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 31, 2022

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2022-06 - Declaring Surplus and Authorizing the Disposal of Personal Property

The city wishes to dispose of the personal property that is no longer needed or is unfit for the purpose for which it was intended. Resolution 2022-06 is to declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking the property that is worthless or of no market value. The surplus property, or components of the property, will be donated for recycling where possible.

Suggested Motion:

Move to pass Resolution 2022-06 - Declaring Surplus and Authorizing the Disposal of Personal Property.

**Goshen Board of Public Works and Safety
Resolution 2022-06**

Declaring Surplus and Authorizing the Disposal of Personal Property

WHEREAS the Information Technology Department has personal property that is no longer needed or is unfit for the purpose for which it was intended and wishes to dispose of the personal property.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety:

1. Declares the personal property set forth in Exhibit A is as surplus property.
2. Authorizes the Information Technology Department to dispose of the surplus property in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking the property that is worthless or of no market value. Further, the Information Technology Department shall donate the surplus property, or components of the property, for recycling where possible.

PASSED by the Goshen Board of Public Works and Safety on _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

Resolution 2022-06
Exhibit A - Surplus Property

Computers

Qty	Item	Serial	Notes
1	SYX DH67BL	107491452	Hard drive and memory removed
1	SYX DH67BL	107380298	Hard drive and memory removed
1	SYX DH67BL	107431129	Hard drive and memory removed
1	SYX DH67BL	107431130	Hard drive and memory removed
1	SYX DH67BL	107380299	Hard drive and memory removed
1	SYX DH67BL	107334957	Hard drive and memory removed
1	SYX DH67BL	107491451	
1	SYX DH55TC	107320415	Hard drive and memory removed
1	HP EliteDesk 800 G2 TWR	2UA7041VTM	Bad motherboard, stripped of usable parts
1	Gateway E-4500S	37103406	WinXP machine, hard drive removed
12	Custom Built Computer Towers	No longer Accessible	All usable parts removed.

Monitors

Brand	Model	Serial	Notes	Size	Works
ACER	G206HQL	MMLXGAA00151104EE38514	Small	19.5	Yes
ACER	V173	ETLBY081781490CB744216	Small	17	Yes
ACER	V173	ETLBNOC1940420812040B7	Small	17	Yes
ACER	V174	ETLE10D01184206C5F8600	Small	17	Yes
ACER	V193W	ETLJE0W168115014334307	Small	19	Yes
ACER	V193W	ETLNVODO27938008115800	Small	19	Yes
ACER		ETL21021985030010AED54	Small	17	Yes
ACER	AL1916	ETL4908122628209*	Small	19	Yes
AG	neovo F-415	C1F15E0F53502630	Small	15	Yes
AOC	E2460SWD	B02CCBA001604	Discolored and dim	24	Yes
AOC	LM942	J1075CA47705	Small	19	Yes
ASUS	VH196	A5LMIZ071386	Small	19	Yes
ASUS	VH196	A5LMIZ072099	Dim and Noisy	19	Yes
Dell	1907FPVt	CN-0C553H-74445-937-AA1U	Small	19	Yes

Resolution 2022-06
Exhibit A - Surplus Property

Brand	Model	Serial	Notes	Size	Works
Dell		CN-OD5428-72201-49F-3MWL	Small	17	Yes
Dell		CN-OD5428-72201-482-17YL	Small	17	Yes
		CN-0UH572-46633-68H-1MLS	Small	17	Yes
HP	22EB	3CM63705GC	No power cord, broken stand, no mountable	21.5	Unk
I-INC	HSG1179	110AX1WY02855	Small	18.5	Yes
Samsung	GS17MSSS	GS17H4JX901530H	Small	17	Yes
Samsung	GS17MSSS	GS17H4JX901540E	Small	17	Yes
Samsung	GS17MSSS	GS17HVEX800040R	Small	17	Yes
Samsung	GS17MSSS	GS17H4JX901515A	Small	17	Yes
Sceptre		502A1111SA2018	Small	19	Yes
ViewSonic	N1630w	QYE093511030	small	15.6	Unk
Gateway	TFT1780PS+	MW667 B0E 07922	Small	17	Yes

Miscellaneous

Qty	Item	Serial	Notes
1	Brother HL-41	U62499A4J414672	Printer- Broken
1	Brother MFC-L8600CDW	U63783J5J258094	Printer -Broken
1	Brother Fax4100e	U61639F1J287032	Fax Machine
1	Vizio VECO320L1A	LPADV BK300001	Old TV
1	Apple iPad 2	DYVKQCZFDHFW	
1	Brother HL-2300D	U63878J4N462169	Printer -Broken
1	Brother HL-5450DN	U63079J2N185078	Printer -Broken
1	Brother HL-5450DN	U63079D3N353461	Printer -Broken
1	Brother HL 2270DW	No longer visible	Printer -Broken
1	Brother MFC J220	U62674C4N127166	Printer -Broken
1	Brother DCP-L250DW	U63885M5N125228	Printer -Broken
1	Cannon	NCHA026901	Printer -Broken
1	HP Color LasserJet Pro MFP M476nw	CNB6H3F5NG	Printer -Broken
1	HP OfficeJet Pro 8100	CN564HV32G	Printer -Broken
1	HP Officejet 5610	CN6BKDE1KC	Printer -Broken

Resolution 2022-06
Exhibit A - Surplus Property

Qty	Item	Serial	Notes
1	HP Color ImageCLASS LBP7110 CW	No longer visible	Printer - Broken
1	Xerox ColorQube 8580	No longer visible	Printer - Broken
1	Asus IDE Optical Drive	7CD0AA106102	CD/DVD Drive - Obsolete connector
1	LG IDE Optical Drive	104HUPZ031016	CD/DVD Drive - Obsolete connector
1	Box of Misc Cables		Excess, broken, or obsolete cables

Hard Drives

Qty	Item
2	2 TB 3.5" Hard Drives
10	500 GB 3.5" Hard Drives
6	320 GB 3.5" Hard Drives
5	250 GB 3.5" Hard Drives
2	160 GB 3.5" Hard Drives
2	120 GB 3.5" Hard Drives
19	80 GB 3.5" Hard Drives
9	40 GB 3.5" Hard Drives
2	20 GB 3.5" Hard Drives
10	Destroyed Hard Drives
1	2 TB 2.5" Hard Drive
1	1 TB 2.5" Hard Drive
9	500 GB 2.5" Hard Drives
13	320 GB 2.5" Hard Drives
1	250 GB 2.5" Hard Drive
6	120 GB 2.5" Hard Drives
7	80 GB 2.5" Hard Drives
5	40 GB 2.5" Hard Drives
2	30 GB 2.5" Hard Drives
11	4 GB 2.5" Hard Drives
1	814 MB 2.5" Hard Drive



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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www.goshenindiana.org

January 31, 2022

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement with Eyedart Studio, LLC d/b/a Eyedart Creative Studio, LLC for
Good of Goshen 2022 Marketing Services

Attached for the Board's approval and execution is an agreement with Eyedart Creative Studio, LLC for Good of Goshen 2022 Marketing Services. Eyedart Creative Studio, LLC will be paid \$27,360.00 for the services.

Suggested Motion:

Approve and execute the agreement with Eyedart Studio, LLC d/b/a Eyedart Creative Studio for Good of Goshen 2022 Marketing Services

AGREEMENT

Good of Goshen 2022 Marketing Services

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Eyedart Studio, LLC d/b/a Eyedart Creative Studio** (“Contractor”), whose mailing address is 324 S. Fifth Street, Goshen Indiana, 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 Project Management, Web Design and Maintenance, which services are more particularly described in Contractor’s January 11, 2022 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.

Contractor’s Duties under this agreement include:

- (A) Project Management
- (B) Content Management for Social Channels and Event Calendar
- (C) Writing /Editing
- (D) Email Newsletter
- (E) Photography
- (F) Web Design & Maintenance
- (G) Sprout Social Subscription

Section 2. Effective Date; Term

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

Section 3. Compensation

- (A) City agrees to compensate Contractor an amount not to exceed of Twenty-Seven Thousand Three Hundred Sixty (\$27,360.00) Dollars for performing all Duties.

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 Mayor’s Office
202 S 5th Street, Suite 1
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: Eyedart Studio LLC d/b/a Eyedart Creative Studio
324 S. 5th Street
Goshen, IN 46528

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**

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Eyedart Studio LLC d/b/a Eyedart Creative Studio

Printed: _____

Title: _____

Date Signed: _____



Estimate

From **Eyedart Creative Studio**
 324 S. Fifth Street
 Goshen, IN 46528

Estimate For **Good of Goshen**
 c/o City of Goshen
 202 South Fifth Street, Suite 1,
 Goshen, IN 46528

Estimate ID **29**
 Issue Date 01/11/2022

Subject GG22_Annual Marketing Services

Item Type	Description	Amount
Project Management	<p>PROJECT MANAGEMENT Project Management services include all aspects of strategic planning, advisory services, reporting, budget management, and liaison between you or your team and the members of our creative team.</p>	\$3,420.00
Content Management	<p>CONTENT MANAGEMENT Posting of blog content every two weeks.</p> <p>SOCIAL CHANNELS INCLUDED Facebook, Instagram, LinkedIn, (3-5 posts per week)</p> <p>SOCIAL ENGAGEMENT Social Engagement services include the daily review and monitoring of your social media channels Monday-Friday during regular business hours (9 a.m. - 5 p.m.) (except holidays). Our team responds to social media questions and comments and alerts you if there are concerns.</p>	\$3,600.00
Writing / Editing	<p>BLOGGING 2-3 blogs per month designed to highlight Goshen's strengths and priority projects.</p>	\$7,200.00
Content Management	<p>EVENT CALENDAR Eyedart engages the community in the Good of Goshen through a Goshen-focused event calendar. The Good of Goshen calendar is the only shared event calendar for the city.</p>	\$1,200.00
Email Marketing/Newsletter	<p>EMAIL NEWSLETTER Monthly Good of Goshen email newsletter sent to 4500+ residents.</p>	\$2,160.00
Photography	<p>PHOTOGRAPHY Photography and photo editing for stories, as needed.</p>	\$2,280.00
Web Design & Maintenance	<p>WEBSITE UPDATES Bi-Monthly updates to the Good of Goshen website.</p>	\$5,700.00

Sprout Social Subscription	SPROUT SOCIAL FEE Eyedart provides discounted enterprise access to clients through Sprout Social. The Sprout Social social media management and optimization platform provides clients with a single hub to communicate. Its capabilities include content review, publishing, analytics, reporting, and engagement across social profiles.	\$600.00
MailChimp Fee	MAILCHIMP FEE Fee for mail service	\$1,200.00

Estimate Total \$27,360.00



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 31, 2022

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement with Peerless Midwest, Inc. for Phase II 5 Year WHPA Update

Attached for the Board's approval and execution is an agreement with Peerless Midwest, Inc. for Hydrological Services completing the Phase II 5 Year Wellhead Protection (WHP). Peerless Midwest, Inc. will be paid \$7,000.00 for the services.

Suggested Motion:

Approve and execute the agreement with Peerless Midwest, Inc. for Hydrological Services completing the Phase II 5 Year Wellhead Protection (WHP).

AGREEMENT

Phase II 5 Year WHPA Update

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Peerless Midwest, Inc.** (“Contractor”), whose mailing address is 55860 Russell Industrial Pkwy, Mishawaka, IN 46545, 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 work for the Phase II 5 Year WHPA Update, which work are more particularly described in Contractor’s January 20, 2022 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.

Contractor’s Duties under this agreement include:

- (A) Provide IDEM with pumping data for the Water Department’s production wells and obtain a determination on whether an update to the WHP area delineation is required.
- (B) Update WHP area maps with current aerial photographs;
- (C) Update the potential contamination source inventory tables and maps;
- (D) Provide updated land use maps;
- (E) Review management tasks completed and update if required;
- (F) Update the Contingency Plan;
- (G) Update property owner information and notify where required; and
- (H) Prepare the 5-year update letter report and application and submit the documentation to IDEM for approval.

Section 2. Effective Date; Term

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

- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Seven Thousand Dollars (\$7,000.00) for performing all Duties.

Section 4. Payment

- (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 Goshen Water and Sewer Department
308 N. 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 work performed 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 work 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 work 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 work 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 work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:

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

Section 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 work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 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: Peerless Midwest, Inc.
Attn: Katelynn Shail
55860 Russell Industrial Pkwy
Mishawaka, IN 46545

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 work. 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.

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

Peerless Midwest, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



Mishawaka, IN / 574.254.9050
Tipton, IN / 317.896.2987
Ionia, MI / 616.527.0050
Fenton, MI / 810.215.1295
Lombard, IL / 630.708.3212
Boulder, CO / 574.286.0765
Littleton, CO / 303.968.7920

January 20, 2022

Mr. Marv Shepherd
City of Goshen
308 N. Fifth St.
Goshen, Indiana 46526

RE: Goshen Water Department (PWSID #5220009) Phase II 5 Year WHPA Update Proposal

Dear Marv:

Peerless-Midwest, Inc. (PMI) appreciates this opportunity to provide professional hydrogeologic services to the Goshen Water Department (PWSID#IN5220009) for completing the Phase II 5 Year Wellhead Protection (WHP) Update submittal to the Indiana Department of Environmental Management (IDEM).

The Phase II 5 Year Update management and contingency plan update was completed by PMI in 2016. The last Phase II WHP Plan 5 Year Update was approved by IDEM in April 2016. Goshen's 5 Year WHP update is due to IDEM by April 6, 2022.

SCOPE OF WORK

We estimate the following tasks will be required for your Phase II WHP 5-Year Update:

- Provide IDEM with pumping data for the Water Department's production wells and obtain a determination on whether an update to the WHP area delineation is required.

- Update WHP area maps with current aerial photographs;
- Update the potential contaminant source inventory tables and maps;
- Provide updated land use maps;
- Review management tasks completed and update if required;
- Update the Contingency Plan;
- Update property owner information and notify where required; and
- Prepare the 5-year update letter report and application (State Form 53796) and submit the documentation to IDEM for approval.

The estimated cost associated with the above scope of work is \$7,000.

We appreciate the opportunity to provide you with this service agreement and look forward to working with you on this project. Should you have any questions or like to discuss this proposal further, please call at (574) 254-9050.

Sincerely,

Katelynn Shail

Katelynn Shail, P.G.
Manager of Hydrogeological Services



Cc Adam Gerstbauer/Peerless-Midwest
Dustin Sailor/City of Goshen
Kent Holdren/City of Goshen

TERMS

All pricing is based upon acceptance within 30 days of this date, and may be modified if not accepted within 30 days. Quoted prices do not include Indiana Sales Tax on materials, which will be itemized separately from labor and service when the work is billed.

Terms are net, not subject to discount, and invoices are to be paid in full without retainage within 30 days of presentation. All invoices not paid within 30 days will be subject to 2% per month service and handling fees, plus any court and/or attorney fees required for collection.

ACCEPTANCE

Title _____

Date _____

By: _____

For _____



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 31, 2022

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement Amendment with Peerless Midwest, Inc. for Additional Well 6A Cleaning and Maintenance

Attached for the Board's approval and execution is an agreement amendment with Peerless Midwest, Inc. for additional Well 6A cleaning and maintenance. Peerless Midwest, Inc. will be paid \$15,440.00 for the work.

Suggested Motion:

Approve and execute the agreement with Peerless Midwest, Inc. for Additional Well 6A Cleaning and Maintenance

AMENDMENT NO. 1

Additional Well #6A Cleaning and Maintenance

THIS AMENDMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Peerless Midwest, Inc.**, (“Contractor”), whose mailing address is 55860 Russell Industrial Parkway, Mishawaka, IN 46545 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”).

RECITALS

- (A) City and Contractor entered into an Agreement on May 25, 2021 for Well Maintenance and Cleaning for various City of Goshen Wells including Well #6A.
- (B) During performance of its obligations under the existing contract, Contractor discovered that additional work would need to be done to clean and maintain Well #6A, which will have an additional cost.
- (C) Any modification or amendment to the terms and conditions of the Agreement must be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

Section 1. Contractor Duties

The Agreement shall be amended by adding the following Duties:

- a) Contractor shall contact IDEM and explore the possibility and feasibility of a replacement well located at the current wellfield.
- b) Contractor shall clean Well #6A with a test pump. Contractor will use a Rossum Sand Tester to quantify the presence of sand, if any is present.

Section 2. Effective Date; Term

The Amendment shall become effective on the day of execution and approval by both parties.

Section 3. Compensation

City agrees to compensate Contractor as follows for performing the Duties under this Amendment:

- a) Contact IDEM and explore feasibility of a replacement well..... **Not-to-Exceed \$2,0000.0**
- b) Clean Well #6A with a test pump. Cleaning will last 4 days and will utilize a Rossum Sand Tester to quantify the presence of sand if any is present **Not-to-Exceed \$13,440.00**

Section 4. Original Agreement

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

Section 5. Authority to Execute

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

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

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

Peerless Midwest, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Dated: _____

DeWayne Riouse, Member

Barb Swartley, Member

Dated: _____



January 24, 2022

City of Goshen
308 North 5th Street
Goshen, IN 46528

Attn: Mr. Kent Holdren

RE: Well 6A

Dear Mr. Holdren:

On January 4th we became aware of significant holes in the 6A well casing. Specifically, the holes were found in the blank between the top of the screen and the bottom of the packer. Once the holes were found we alerted the City and began to discuss repair options. After discussion, we decided to run a "plum bob test". Which resulted in the confirmation that a 10" screen will not fit into the existing screen. We now know that we are limited to an 8" or smaller screen.

Following the "plum bob test" the City and Peerless had a virtual meeting to discuss the next steps. The meeting concluded that we should proceed with:

- Contact IDEM and explore the feasibility of a replacement well. The expected cost is not to exceed \$2,000.00

IF IDEM indicates a replacement well is not possible then we move on to the next step below.

- We will clean Well 6A with a test pump. The cleaning will last 4 days and Peerless will utilize a Rossum Sand Tester to quantify the presence of sand if any is present. The expected cost is not to exceed \$13,440.00

The cost associated with the next steps is in addition to current labor and material invested in this project. The cost to date totals, \$8,280.00

The results of the cleaning and the presence or lack of presence of sand will guide our next steps for repair.

We appreciate this opportunity to submit our proposal for your consideration. If you have any questions about this information, we would be pleased to schedule a meeting at your convenience to discuss the work in detail.

Sincerely,

PEERLESS-MIDWEST, INC.



Adam L. Gerstbauer

Project Manager

574.252.5896 (Direct)

574.254.9050 (Office)

574.276.6059 (Cell)

Adam.gerstbauer@peerlessmidwest.com

ALG



**City Clerk-Treasurer
CITY OF GOSHEN**

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

Phone (574) 533-8625 • Fax (574) 533-9740 • TDD (574) 534-3185
clerktreasurer@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety & Stormwater Board
FROM: Richard R. Aguirre, City Clerk-Treasurer
RE: Banking Services RFP
DATE: January 31, 2022

Attached for the Board's review, approval and execution by the Clerk-Treasurer is an engagement letter and proposed agreement with Baker Tilly Investment Services for services related to the preparation, issuance and review of a Request for Proposal (RFP) for banking services for the City of Goshen.

For the past four years, Interra Credit Union has provided comprehensive banking services for the City of Goshen. The original agreement with Interra was executed in 2017 and it was renewed in 2019. The Clerk-Treasurer's Office now wishes to issue a Request for Proposal for the City of Goshen's banking needs and to seek proposals from various banking institutions.

The Clerk-Treasurer's Office would like to contract with Baker Tilly Investment Services, a division of Baker Tilly Wealth Management, to serve as an adviser to the Clerk-Treasurer in preparing, issuing and analyzing the proposals resulting from a Request for Proposal.

Baker Tilly Investment Services proposes to provide comprehensive services related to the RFP, which is attached. These services will include preparation of the RFP, reviewing bids and providing analysis of responses to the banking scope of services questions, analyzing rates offered and fees charged and reviewing responses for compliance with the Indiana Public Funds Code. Baker Tilly Investment Services will bill the City of Goshen for these services with fees not to exceed \$10,000. We propose that funding for this agreement come from the BOW Banking Charges budget line / BOW Service Contractual budget line.

Requested motion:

Move to approve and authorize the Clerk-Treasurer to execute an engagement letter and agreement with Baker Tilly Investment Services for services related to the preparation, issuance and review of a Request for Proposal (RFP) for banking services for the City of Goshen.

Baker Tilly Investment Services,
a Division of Baker Tilly Wealth
Management, LLC
8365 Keystone Crossing, Suite 300
Indianapolis, IN 46240
United States of America

Tel: +1 (317) 465-1500
Fax: +1 (317) 465-1550

January 24, 2022

Mr. Richard R. Aguirre, Clerk-Treasurer
City of Goshen
202 S 5th St. Suite 2
Goshen, IN 46528-3714
September 30, 2020

RE: Banking Request for Proposal (RFP) Services

Dear Richard:

This Engagement Letter confirms our mutual understanding regarding the retention of Baker Tilly Investment Services, a division of Baker Tilly Wealth Management, LLC ("BTIS") by the City of Goshen (the "Client") as their adviser to perform the services hereinafter described in Exhibit A attached hereto (the "Banking RFP Services"), and BTIS accepts such appointment.

Fees and Costs

Fees charged for work performed related to RFI Services for Banking are set forth in Exhibit A.

Billing Procedures

Fees will be based on the calculation method explained in Exhibit A.

The account balance is due and payable on receipt of the statement and we reserve the right to charge 1% interest per month for outstanding unpaid balances over thirty (30) days from the date of billing. Once our representation has been concluded or terminated, a final billing will be sent to you. If requested to provide an estimate of our fees for a given matter, we will endeavor in good faith to provide our best estimate, but unless there is a mutual agreement to a fixed fee, the actual fees incurred on any project may be less than or exceed the estimate. Any questions or errors in any fee statement should be brought to our attention in writing within sixty (60) days of the billing date.

Accountants' Opinion

In performing our engagement, we will be relying on the accuracy and reliability of information provided by Client personnel. We will not audit, review, or examine the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, we will inform you of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our procedures regarding illegal acts that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement. The procedures we perform under this Engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected.

The responsibility for auditing the records of the Client rests with the auditing firm selected by the client. The work performed by BTIS shall not include an audit or review of the records or the expression of an opinion on financial data.

Client Responsibilities

It is understood that BTIS will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual or individuals with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Additional Services


Exhibit A sets forth the scope of the services to be provided by BTIS. From time-to-time, additional services may be requested by the Client beyond the scope of Exhibit A. BTIS may provide these additional services and be paid at BTIS's customary fees and costs for such services. In the alternative, BTIS and the Client may complete a revised and supplemented Exhibit A to set forth the additional services (including revised fees and costs, as needed) to be provided. In either event, the terms and conditions of this Engagement shall remain in effect.

If the foregoing accurately represents the basis upon which we may provide services to the Client, we ask that you execute this letter, in the space provided below setting forth your agreement. Execution of this letter can be performed in counterparts each of which will be deemed an original and all of which together will constitute the same document.

If you have any questions, please let us know. We appreciate the opportunity to be of service to you and the City of Goshen.

Very truly yours,

Baker Tilly Investment Services, a division of
Baker Tilly Wealth Management, LLC

By:  _____
Jeff Messer

The undersigned hereby acknowledges and agrees to the foregoing letter of engagement.

City of Goshen

Date: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

Services Provided and Fees

Scope of Services

The following services are available to the Client for Banking RFP Services:

1. Assist Client in preparing initial Request for Information.
2. Review bids and provide analysis of banking services costs of each of the respondents.
3. Provide analysis of responses to the banking scope of services questions and the services offered by each respondent to determine which respondent best meets the Client's service requirements.
4. Analyze rates offered and fees charged on investment cash management system or other sweep system.
5. Review responses for compliance with the Indiana Public Funds Code.

Fees

Our fees are based upon the time required by the individuals assigned to the engagement, plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. Billings are due upon submission. Fees shall not exceed \$10,000.

Standard Hourly Rates by Job Classification

9/1/2021

Partners / Principals / Directors	\$320.00	to	\$525.00
Senior Managers / Managers	\$205.00	to	\$315.00
Senior Consultants / Senior Financial Analysts	\$165.00	to	\$200.00
Consultants / Financial Analysts	\$140.00	to	\$160.00
Support Personnel	\$100.00	to	\$150.00
Interns			\$110.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions*

***REQUEST FOR PROPOSAL
CITY OF GOSHEN
BANKING SERVICES***

Objective

The City of Goshen, Indiana (the “City”) is issuing this Request for Proposal to select a primary banking services provider and partner. The City intends to minimize banking costs, maximize interest earnings, improve operational efficiency, and improve security and fraud protection.

Required Information

The applicant must provide the following information to be considered:

- Address each of the services listed in Scope of Banking Services.
- Include the completed Pricing Worksheet (page 6) listing the services and fees both per item and monthly.
- Describe related services not requested in this bid proposal that the City might find desirable for either initial or future implementation. This description should also contain a listing of any costs associated with these services.
- Description and samples of the reports, both electronic and paper, that the City would receive for the services provided by your institution.
- Reference list of names, telephone numbers and contact persons for three (3) high-volume public funds deposit customers that may be contacted by the City.

Selection Criteria

Submitted responses will be judged on the following evaluation criteria:

- Scope of proposed services.
- Cost of services performed.
- Best net interest rate.
- Experience, expertise and qualifications of key Bidder personnel assigned to the City.
- Financial strength and stability of the institution.
- Value of any new products or services suggested.
- Quality of customer service/problem resolution.
- Evidence of the Bank’s ability to meet the City’s technology needs, including ease of use, online security, administrative security, and usefulness of information available.
- Clarity, completeness and timeliness of information provided to the City for evaluation.
- Quality of any in-person or virtual interview with the City.
- Responses to reference checks.
- Convenience of full-service bank branch to City offices.

The information supplied by the financial institution as part of this RFI will become property of the City. Submitted responses to the RFI will be available to interested parties in accordance with the Indiana Access to Public Records Act (IC 5-14-3).

Deadline

Submissions are due by 5:00 p.m. Eastern time on Friday, March 4, 2022. Please submit your response by email to George.Bawcum@BakerTilly.com.

Selection Timeline

City staff and BakerTilly will review materials and the City may decide to select one or more organizations to move forward in the selection process. We plan to notify you of whether your institution is continuing in the process by Friday, March 11, 2022. As needed, we will conduct interviews and perform additional diligence. We anticipate making our decision by Friday, March 25, 2022.

Transition and Implementation Expectations

If we select a new partner, we will create a shared implementation plan with our existing and new partner and hope to complete a full transition within 60 days. For the first few months, we would expect to meet frequently with our designated account manager(s) to operationalize our banking processes together. Thereafter, we would expect to meet periodically as new ideas or issues emerge.

Requests for clarification or additional information must be made in writing and submitted by email to Richard Aguirre, Clerk-Treasurer at richardaguirre@goshencity.com or to George Bawcum at Baker Tilly at george.bawcum@bakertilly.com no later than Friday, March 4, 2022 and we will respond as soon as possible.

Scope of Banking Services

1. Account Structure

The following transaction accounts are the subject of this Bid Request. All of the City’s operations currently flow through these accounts, including the deposit of revenues, accounts payable payments, payroll and investment purchases and maturities. The City will send and receive wire transfers and ACH transfers, write checks, and make deposits to this account. The City requires the ability to access real time detailed information of all incoming ACHs and wires for these accounts.

The City’s objective is to minimize account maintenance fees and maximize the investment earnings of idle funds while retaining the ability to distinguish among deposits to and disbursements from each of these entities. Please provide a proposed account structure to meet these objectives.

<u>Account</u>	<u>Estimated Monthly Balance</u>
City General Checking	\$ 10,000,000
City Credit Card Account	\$ 600,000
City Wire Checking	\$ 0
Comm Devel Block Grant	\$ 115,000
City Savings/Investment Account	\$ 30,000,000
Utilities Operating Account	\$ 4,500,000
Utilities Credit Card Account	\$ 50,000
Utilities Wire Account	\$ 0
Utilities Savings/Investment	\$ 10,000,000

2. On-Line Treasury Management

Describe in detail your online capabilities for balance inquiry including immediate and delayed clearing balances, item image retrieval, wire and ACH transfer initiation, stop payments, exception item review using positive pay, and any other online information that will be

available to the City. In addition, please describe the training available and appropriate controls regarding the City's accounts using online access.

3. Deposit Services

The City currently receives approximately 5,000 check payments over the counter at cashier operations in City and Utility offices, and in other areas. Please describe your Remote Check Deposit Services available to the City and clearly define costs and implementation procedures including equipment requirements.

Explain your institution's ability to provide cashiering services and where this will be processed. Describe the types of deposit bags you allow/require (i.e. coin bags, lockable deposit bags with keys, or disposable deposit bags). Do you charge a fee for these bags? If yes, please list the fee schedule.

4. Returned Checks

All deposited checks that are returned will be sent back to the City and processed against the City's account. The City desires to have a second presentment of the check for any NSF checks that are deposited. Please describe your services and option for this service, including all costs.

5. Payee Positive Pay and Automated Account Reconciliation

The City requires the use of a payee positive pay account reconciliation and fraud prevention program. As checks are disbursed, the City will provide the bank with a computer readable record file detailing the payee, check number, date and dollar amount of each item. Only those items reported by the City will be allowed to clear the account. The bank shall provide the City with a daily list of exception items for payment approval or rejection. The City requires that the exception items not be paid as the automatic default. Describe your system and requirements for the electronic file.

Please also describe any ACH Positive Pay services or other fraud prevention options you offer.

At the end of each month, the City requires information be provided electronically to reconcile its accounts. The electronic file shall be in the standard CSV (comma delimited) format for interfacing with the City's financial system. Information is expected to be received within three business days of month-end and shall contain the date, bank account number, check number and amount. Responding banks should describe their systems and how stale dated checks will be handled.

6. Wire Transfers

The City requires the ability to wire transfers funds. What is the procedure for the City to contact the bank to order an outgoing wire transfer? How soon after ordering will outgoing wire transfers be executed? What is the cut-off time for the City to submit wire transfer information and have it processed on the same day?

The accounts listed above receive wire transfers throughout the year from state, federal and private sources. Please confirm all incoming wire transfers will receive same day credit regardless of time of receipt. When a wire transfer arrives, in what manner and timeframe will the City be notified?

7. Short-Term Investment of Excess Funds

Please describe how the earnings credit and sweep investment rates are calculated. Include in the description any readily identifiable index that rates are published regularly in a publication

of general circulation, for example, the Federal Funds Rate or 90-day Treasury Bill. If your bank offers a short-term investment that pays a bank managed rate, please provide 24 months of rate history. If your bid includes an earnings credit, please also provide 24 months of Earnings Credit rate history. If your proposal has compensating balances as part of your bid, clearly state the formula for compensating balances and provide an example of the calculation. Please state whether or not you will charge a reserve requirement for the accounts.

8. ACH Services

Automated Clearing House (ACH) Services will be required to perform payroll direct deposits for the City. The City also uses ACH Services for monthly debits for approximately 2,500 Utility customers. Please describe your services in this area.

9. Monthly Service Charge Calculations

The selected bank will prepare a billing for services rendered on a monthly basis. Please complete the attached pricing worksheet. Please describe the method of charging for services. The City prefers that all fees will be netted against net interest earned and posted only to the operating account. Will all per item charges remain fixed over the life of the contract?

10. Customer Service/Problem Resolution

The City will require the selected bank to designate a senior officer as a liaison. This officer must be capable of coordination of all City activities with the bank and be able to resolve any problems or issues that may arise. Please include biographical information for all key bank personnel that will be assigned to service the City.

11. Other Value-Added Banking Services

Please provide information for any services not otherwise identified in this RFI that the proposing institution would like the City to consider. Include all necessary attachments, fees and discussion materials to clarify the services being offered.

12. Lockbox Services

The City of Goshen Utilities currently receives approximately 5,000 checks per month. Please describe your lockbox capabilities for Utility billing. The successful vendor will perform the following processes for items sent to the lockbox location:

- Collect and open mail from lockbox location at various times each business day.
- Compare remittance documents to the accompanying check for amount verification.
- Endorse all checks contained therein.
- Deposit such checks into the account in one lump sum for the day.
- Email the deposit information to the City Utility's designee.
- Processed documents, deposit slips and other mail not containing checks will be mailed to the City Utility designee each business day.
- Provide online access to imaged lockbox documents (statement stubs and checks) allowing immediate access to processed items.

13. Electronic Vendor Payments

The City currently pays some of its vendors electronically and desires to expand its use of this form of payment. Please describe any electronic payment system your bank provides and the bank plans for expanding the service.

14. Courier and Armored Car Services

The City deposits cash and checks daily. At the present time, the City has a contract with a courier service to pick up the daily deposit from City Hall, and other City facilities and deliver it to the bank. Please describe if your bank provides a service to include pick-up and subsequent deposit times for best funds availability and define the costs. The City is evaluating whether to have its own contract with a courier service or to have the bank plan for delivery and would like the opinion of the responding banks.

PRICING WORKSHEET

<u>Account Services</u>	Est. Monthly Activity	Per Item Charge	Monthly Fee
Account Maintenance	9		-
Checks Paid	500		-
Deposits	32		-
Checks Deposited	5,000		-
Branch Deposited Cash	130,000		-
Checks Returned/Chargeback	10		-
Remote Deposits Batches	140		-
Remote Deposit Checks	5,000		-
Deposit Admin/FDIC Fee	55,265,000		-
Stop Payment	1		-
Wire Transfer Incoming	1		-
Wire Transfer Outgoing	2		-

<u>Reconciliation Services</u>			
Reconciliation Maintenance	3		-
Reconciliation Per Item	500		-
Positive Pay Maintenance	2		-
Positive Pay per Item	500		-
Positive Pay Email Alert			-

<u>ACH</u>			
ACH Online Monthly Maint.	4		-
ACH Credit Received	3		-
ACH Debit Received	180		-
ACH Credit Originated	170		-
ACH Addenda			-
ACH Return/NOC Report	6		-
Online ACH Module			-
ACH Positive Pay Maint.			-
ACH Other _____			-

<u>Other</u>			
Online Monthly Maintenance	1		-
Online Prior Day Base			-
Online Prior Day Account			-
Prior Day Detail			-
Other _____			-
Other _____			-

Other _____			-
Other _____			-

Total Estimated Monthly Fee

\$	-
----	---

*List all that apply to services offered.

Terms and Conditions

1. The City reserves the right to reject any or all proposals, to waive any irregularities or informalities in any proposal or in the proposal procedures, and to accept or reject any item or combination of items.
2. Respondents to this bid proposal may be requested to provide supplemental information or to make a presentation in addition to their proposal. The City reserves the right to request additional information and/or presentations from any financial organization. Additional information may be presented in writing during a pre-selection interview.
3. The obligation and the performance of the bidder to whom the services are awarded under the resulting contract shall be subject to compliance with the provisions of Indiana Code 5-13 and all other applicable laws and ordinances.
4. In the event that the bidder to whom the services are awarded does not execute a contract within thirty (30) calendar days after the award, the City may give notice to such bidder of intent to award the contract to the next most qualified bidder, or to call for new proposals and may proceed to act accordingly. The City assumes no cost by the bidder in preparation, submission or presentation of their proposal.
5. The Pricing Worksheet indicates an estimate of the number of transactions for a typical month. This number is the City's best estimate of the average volume and the City in no way guarantees these as minimums or maximums.
6. All quotations shall be guaranteed for the entire duration of the contract.
7. The City reserves the right to terminate with 90-days written notice any contract arising from this bid proposal. Furthermore, the City may terminate the contract without prior written notice upon the failure of the selected bank to comply with the terms and conditions of the proposal. Under no circumstances will any damages be paid by the City because of the termination of this contract.
8. The proposing financial institution must be a qualified Public Depository per applicable Indiana Statutes for the period of the contract, as well as a member of the Federal Reserve System.
9. The selected provider agrees that it will charge only for services contained in this bid proposal. Services not contained in this bid proposal will not be rendered or charged without the prior written consent of the City.
10. Sub-contracting by the proposer without written consent of the City is prohibited under the terms of this agreement.
11. Provider will give the City, or its authorized representative, the privilege of inspecting, examining, and auditing, with or without notice, during normal business hours, such business records which are directly relevant to any financial arrangement arising from this bid proposal.



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST TO REMOVE “NO PARKING” ON 1ST**

DATE: January 26, 2022

Engineering has received a request to remove the “No Parking” along 1st St. north of the post office. While most houses along the corridor do have off-street parking either along 1st or off the alley to the east, the resident states that most of the houses have multiple cars and multiple drivers. He also notes that the road is significantly wide enough (appx. 30’) to allow for parking.

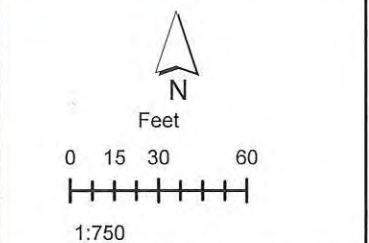
Nothing was found in the engineering files that helped to determine the original intent or purpose for the parking restrictions. Street Department has not had any issues in the block to the north between the restricted parking area and the railroad. This block has the same cross section as the currently restricted section.

At the January meeting, the traffic commission considered and unanimously supported the removal of the parking restrictions along the 1st Street corridor and north of the post office property. After the January meeting, Streets and Engineering determined that post office delivery vehicles typically exit the facility onto 1st St. where they proceed north to Wilkinson, east to 2nd St., and then south so they can turn onto Pike at a signalized intersection. Parking restrictions are currently in place on Wilkinson and 2nd along this route. Therefore, it is recommended that the parking restrictions south of Wilkinson remain unchanged.

Suggested Motion: Remove parking restrictions along the 1st St corridor between Wilkinson St. and River Ave.



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**Parking on 1st
(Information Only)**

Date: 1/20/2022
 Drawn by: JSC

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



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR STOP SIGN AT PLYMOUTH/15TH**

DATE: January 26, 2022

At the November Traffic Commission meeting, the Commission members considered and tabled a request to make the intersection of Plymouth and 15th a four-way stop pending the results of a warrant analysis. The warrant analysis is the first step in assessing the need for improvements to the intersection.

According to the Indiana MUTCD:

The following criteria should be considered in the engineering study for a multi-way STOP sign installation:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

Engineering obtained crash data from Goshen PD and requested an intersection traffic count to be completed by MACOG. The count was completed in early January. The crash data revealed 10 crashes in the past 12 months, all of which could potentially have been prevented with additional stop control along Plymouth (Item B). The traffic count data showed that the 300

vehicle threshold along Plymouth and the 200 vehicle threshold along 15th was met for 6 hours. The driver delay for 15th was not analyzed (Item C1 and C2). The 85th-percentile speed along Plymouth has not been determined, but the crash data would otherwise meet the threshold for item C3. The criteria for item D would also be met.

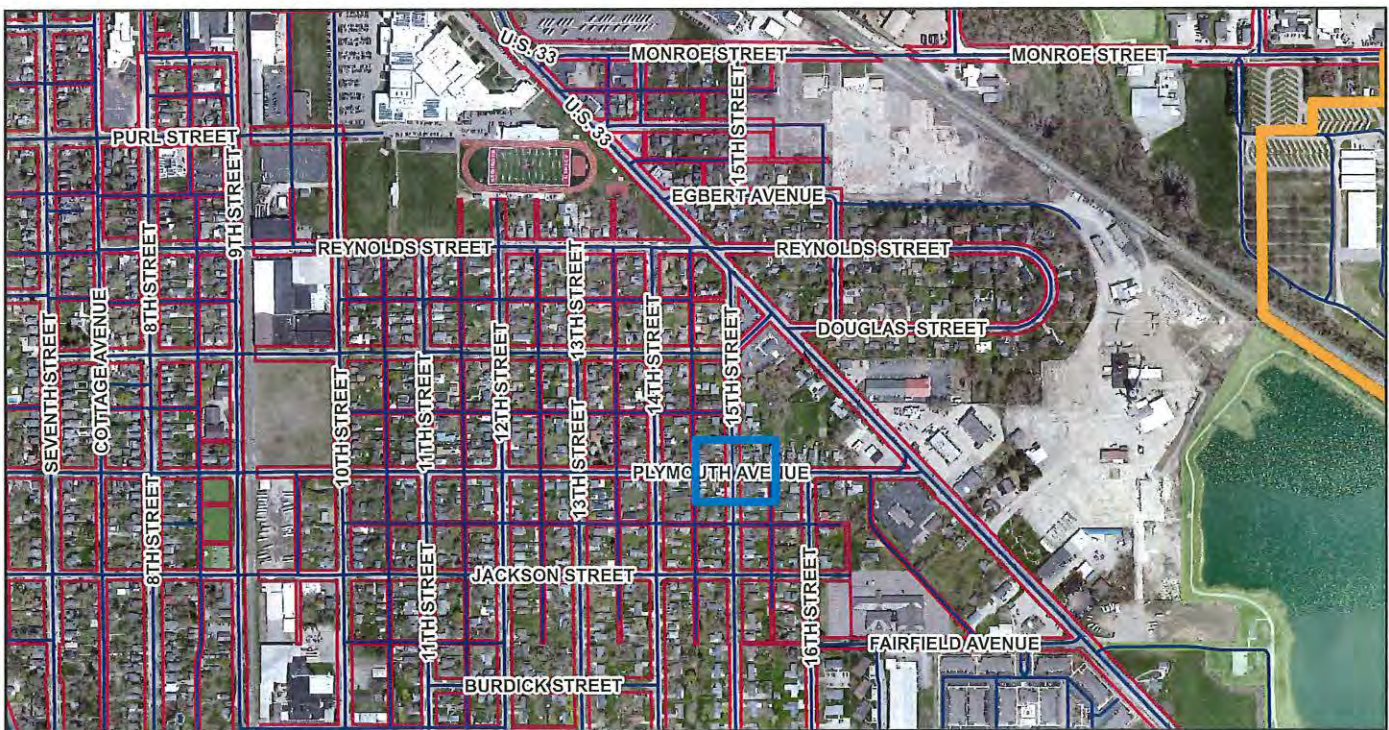
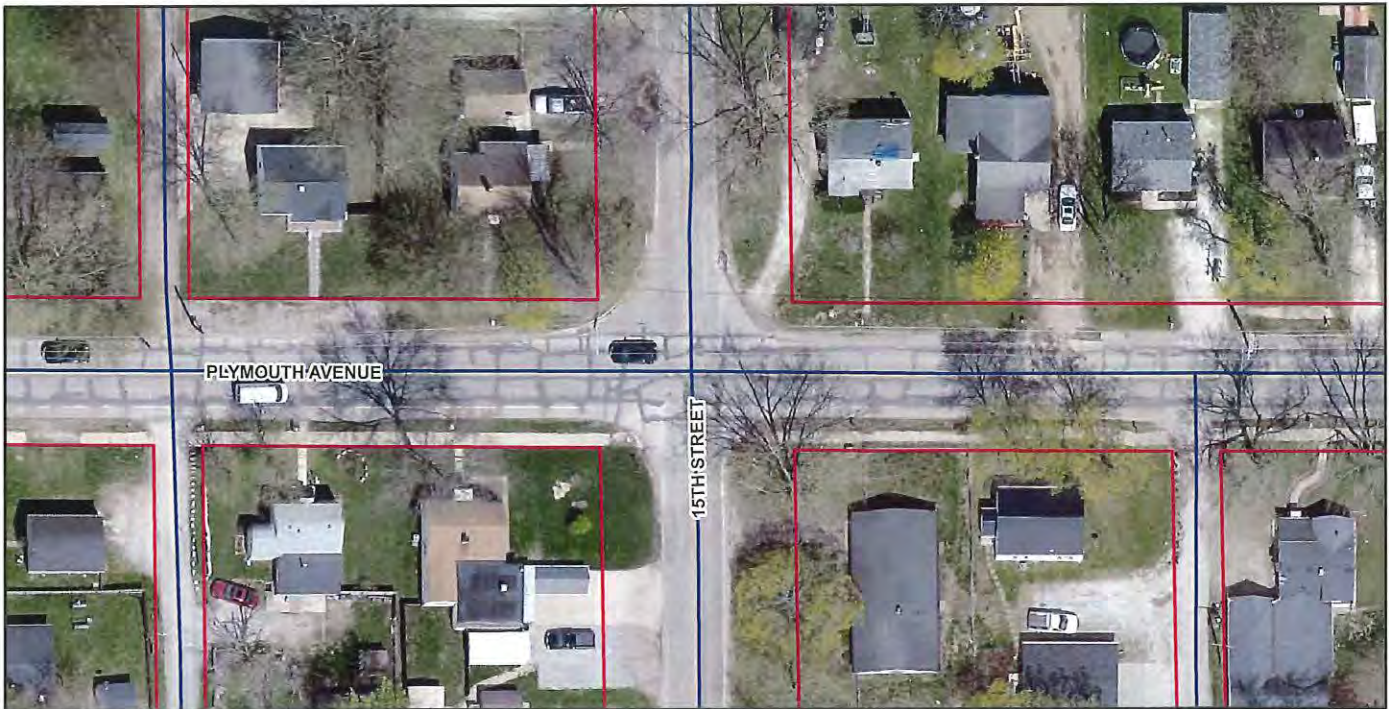
While several of the threshold warrants are met, according to the MUTCD, a warrant describes a threshold condition based upon average or normal conditions that, if found to be satisfied as part of an engineering study, shall result in analysis of other traffic conditions or factors to determine whether a traffic control device or other improvement is justified. Warrants are not a substitute for engineering judgment. The fact that a warrant for a particular traffic control device is met is not conclusive justification for the installation of the device.

The stop sign request was considered at the January meeting of the traffic commission. Commissioners felt the implementation of a four-way stop at that intersection would likely have significant impacts on the level of service of the intersection and the level of congestion along the Plymouth corridor. They also felt that the four-way stop would do little to prevent drivers from running the stop signs on 15th or improve the safety of the intersection.

Commissioners voted 6-1 against the request to implement the four-way stop. Commissioners then voted unanimously in favor of placing a “Cross Traffic Does Not Stop” sign on the southbound stop sign. This would match the sign on the northbound approach.

Commission Recommended Motions:

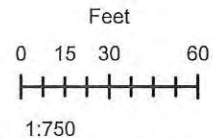
- 1. Deny the request for additional stop signs at the Plymouth and 15th intersection.**
- 2. Approve the placement of a “Cross Traffic Does Not Stop” sign on the southbound stop sign.**



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**Plymouth/15th - New Stop Control Requested
(Information Only)**

Date: 1/20/2022
 Drawn by: JSC



The City of Goshen
 Department of Public Works & Safety
 Office of Engineering
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**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FROM COUNTY TO COORDINATE SPEED LIMITS**

DATE: January 26, 2022

Engineering has received a request from Elkhart County Highway to coordinate speed limits for the Reliance Road / Old CR 17 corridor between CR 32 and Peddlers Village Road. His explanation and request is quoted below:

The Sheriff's Department has asked us to post a speed limit of 45 mph on Old CR 17 from CR 32 to Peddlers Village Road/CR 28. This road segment is currently unposted, therefore the speed limit is 55. The section of Old 17/Reliance Road just north of this (Peddler's Village to US 33) is posted at 35 mph, and the section just south of this (CR 32 to SR 119/Plymouth Ave) is posted at 45 mph.

The southern half of this segment, Old 17 from CR 32 to CR 30, has an ordinance in effect for a speed limit of 45 mph but the speed limit signs have been missing for some time. The Highway Department intends to replace the missing 45 mph signs on this segment.

We were not able to find an ordinance for the segment from CR 30 to Peddlers Village, but we have performed a study on the segment and found that a speed limit of 45 is appropriate. We wanted to be sure to coordinate with the City on this because the north end of this segment is within City Limits.

Would it be acceptable to the City if we prepare an ordinance and post 45 mph speed limit signs for the entire segment from Peddler's Village/CR 28 to CR 30?

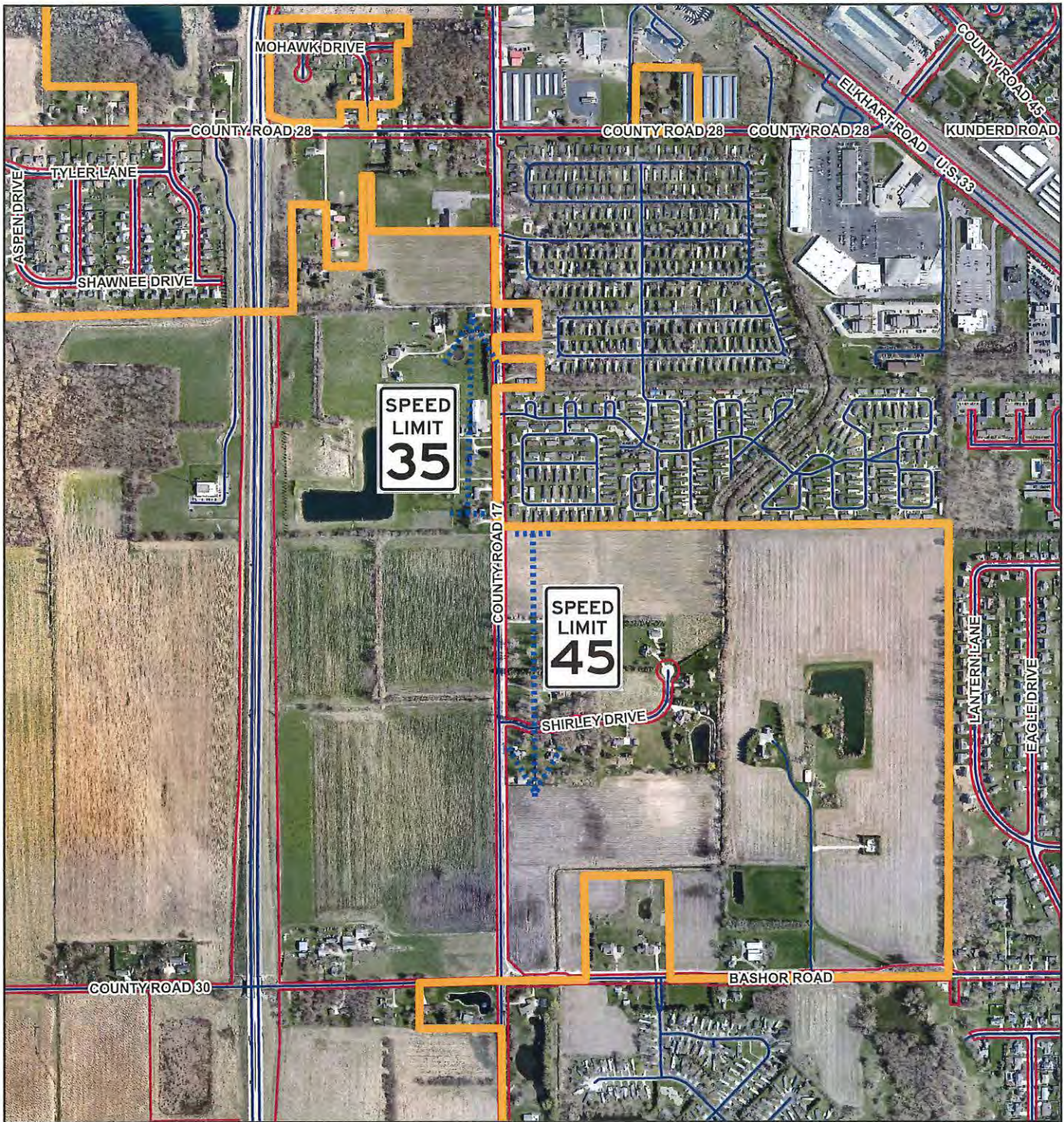
The following clarifications are provided on the request:

- Roads on the city boundary are considered to be in the jurisdiction of the city.
- The county ordinance would not apply to areas within the Goshen city limits.
- Areas that are could be considered “urban districts” could technically already have a speed limit of 30 mph.
- The majority of streets within the city limits do not currently have ordinances establishing speed limits other than the default.

The request was considered at the January meeting of the traffic commission. Commissioners voted unanimously in support of the 45 mph for the portion within the city between Clinton and Bashor. However, considering the nature of the corridor and the improvements currently proposed at the intersection of Reliance and Peddler’s Village, the commissioners recommended signing the portion of the road north of Bashor and within the city limits at 35 mph. This would match the existing signs for the segment between Peddler’s Village and U.S. 33 (Elkhart Road).

Commission Recommended Motion:

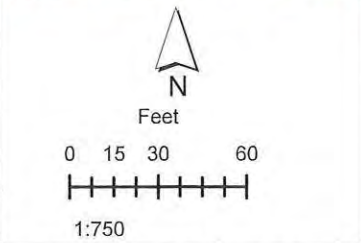
Approve 45 mph speed limit for Reliance/Old CR 17 for portions within the city limits and south of Bashor Rd. Approve the placement of 35 mph for Reliance/Old CR 17 for portions within the city limits between Bashor Rd. and U.S. 33.



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**Speed Limit on Reliance Road
(Information Only)**

Date: 1/20/2022
 Drawn by: JSC



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MEMORANDUM

TO: Board of Public Works

FROM: Engineering Department

RE: **APPROVAL & ACCEPTANCE OF INFRASTRUCTURE
ROCK RUN SEWER IMPROVEMENTS (2019-0025C)**

DATE: January 31, 2022

The installation of infrastructure (sanitary and storm sewer, curb and asphalt) has been satisfactorily completed by Selge Construction for the above listed project. The Engineering Department recommends that the infrastructure be accepted for maintenance. As this was an SRF (State Revolving Fund) project it did not require a maintenance bond. A copy of the asset values is attached.

Requested Motion: Approve the acceptance of infrastructure for the Rock Run Sewer Improvement project.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member

Attachments: Maintenance Bond for water, sanitary and storm sewer, street and curbing

Cc: Contractor
W&S Dept.
Street Dept.
Planning Dept.
Clerk Treasurer

INFRASTRUCTURE DETAILS / ASSET VALUES

PROJECT NAME
LOCATION

Rock Run Sewer Improvements
Rock Run Creek to Start of Middlebury Street
DATE 1/21/2022

PROJECT # 2019-0025 C
DRAWING # x-2505
DATE TO BOW 1/31/2022

INFRASTRUCTURE	QUANTITY	# OF HYDRANTS OR STRUCTURES	CONTRACTOR OR BONDING PARTY	BOND EXP DATE	CONSTRUCTION COST	10% MAINTENANCE BOND
Water Main	NA	0- Fire Hydrants	Selge Construction	NA		Not Required
Storm Sewer	14 LFT - 24" RCP	3- Manholes		NA	\$10,667.00	Not Required
Sanitary Sewer	597 LFT - 24" PVC			NA	\$1,065,332.89	Not Required
	1412 LFT - 42" PVC	1-Siphon Outlet Struct.				
	254 LFT - 8" Siphon Pipe	1-Siphon Inlet Structure				
	261 LFT - 24" Siphon Pipe	8 -Manholes				
	264 LFT - 16" Siphon Pipe					
Street	431'- LFT			NA	\$73,756.92	Not Required
Curbing & Center Island	619- LFT			NA	\$20,749.90	Not Required
Sidewalk & ADA Ramp	310- SYD			NA	\$24,169.60	Not Required
Drive Approaches	NA		NA		Not Required	
Total Const. Cost					\$1,194,676.31	\$0.00

STREET DETAILS

North Main Street							CURBS			SIDEWALKS					
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed	Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1	Rock Run Creek Bridge	Start of Middlebury Street	Asphalt	35'- 37'	431'		2			1	2020	2020	\$73,756.92	65'	None

ROAD NAME							CURBS			SIDEWALKS					
Segment No	Start	End	Surface Type	Width	Length	Class-ification	1 or 2 sides	None	None	1 or 2 sides	Year Constructed	Year Constructed	Cost	Right-of-Way width (ft)	Antique Street Lights
1															



**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
1936 LIGHTHOUSE LANE
(JN: 2006-2057)**

DATE: January 28, 2022

The home at 1936 Lighthouse Lane has passed its final building inspection and the project is substantially complete except for exterior concrete work, seeding and stabilization, and landscaping requirements. These final requirements cannot be completed at this time due to weather conditions.

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

The property owners, Sharon and Michael Price agree to plant three trees and the property owners, in conjunction with Granite Ridge Builders, agree to complete all concrete work and stabilize the lawn with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is \$6,790 and a surety check for that amount has been remitted to the Clerk Treasurer's office.

Requested Motion: Approve and authorize the Mayor to execute the Agreements with Sharon and Michael Price and Granite Ridge Builders for the Completion of the Construction Project at 1936 Lighthouse Lane.

**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: Sharon and Michael Price

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: 1936 Lighthouse Lane, 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 _____ 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: 3 large street trees

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: Sharon and Michael Price
 1936 Lighthouse Lane
 Goshen, IN 46526

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: Sharon Price

Printed: Sharon Price

Title (if any): _____

Date: 1-27-2022

Signature: Michael Price

Printed: Michael Price

Title (if any): _____

Date: 1-27-2022

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 JANUARY 21, 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: Sharon and Michael Price

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

Builder: Granite Ridge Builders

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: 1936 Lighthouse Lane, 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 11,900 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 January 21, 2022.

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 500 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: Lighthouse Lane

Install approximately 88 sqft 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 six thousand seven hundred and ninety Dollars (\$ 6,790.00) 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: Sharon and Michael Price
 1936 Lighthouse Lane
 Goshen, IN 46526

Builder: Granite Ridge Builders
 705 W. Union St.
 Ligonier, IN 46767

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: Sharon Price

Printed: Sharon Price

Title (if any): _____

Date: 1-27-2022

Signature: ~~Sharon Price~~ Michael Price

Printed: Michael Price

Title (if any): _____

Date: 1-27-2022

Builder:

Signature: 

Printed: PATRICK MARTIN

Title: CONSTRUCTION MANAGER

Date: 1/27/22

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: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT
502 RIVER RACE DRIVE**

DATE: January 28, 2022

The home at 502 River Race Drive has passed its final building inspection and the project is substantially complete except for exterior concrete work, seeding and stabilization, and landscaping requirements. These final requirements cannot be completed at this time due to weather conditions.

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

The property owner Roland Weaver agrees to complete all concrete work, landscaping requirements, and lawn stabilization with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is \$9,930 and a surety check for that amount has been remitted to the Clerk Treasurer's office.

Requested Motion: Approve and authorize the Mayor to execute the Agreements with Roland Weaver for the Completion of the Construction Project at 502 River Race Drive.

**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: Roland Weaver

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: 502 River Race Drive, 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 3,000 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: 2 large street trees

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 325 square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: River Race Drive and Monroe Street

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

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

Other: install two egress/ingress landings

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 nine thousand nine hundred and thirty Dollars (\$ 9,930.00) 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: Roland Weaver
 501 S. 3rd St.
 Goshen, IN 46526

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: Roland Weaver

Printed: Roland Weaver

Title (if any): _____

Date: 1/24/22

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: Stormwater Board

FROM: Department of Stormwater

RE: **STORMWATER ANNUAL REPORT**

DATE: January 31, 2022

At the end of 2021, the Indiana Department of Environmental Management released their first major Municipal Separate Storm Sewer (MS4) permit updates since our stormwater program began operating in 2005. As part of the new permit, there are new requirements for Stormwater Board and elected official education regarding the operations of the Department.

With this in mind, we have assembled a first-of-its-kind public-facing annual report covering Stormwater Department operations in 2021. We would like to briefly present the contents of the report and allow an opportunity for questions from the Stormwater Board.

We would also like to expand a couple of key elements noted in the "Looking Ahead" section on the last page of the report. The new MS4 and Construction Stormwater permits mean there will be a number of action items coming before the Stormwater Board in the coming months.



City of Goshen

2021 Stormwater Report



Partnerships for Clean Water

In Goshen’s Stormwater Department, we get to look at our City through a unique lens—water. Perhaps more so than most other City Departments, this work necessitates collaboration with partners that stretch across political boundaries. Stormwater drainage paths, rivers, and streams do not begin and end at our City limits.

The ultimate goal of Stormwater Departments across the Country is to improve and preserve water quality for the benefit of humans and other organisms. In Goshen, these goals cannot be met for our watershed without the stewardship of upstream communities. For those downstream, we also must be good caretakers of our water resources.

As co-permittees for our Indiana Municipal Separate Storm Sewer System (MS4) permit, our closest partnership is with the Greater Elkhart County Stormwater Partnership, which includes the government entities of Elkhart County, the City of Goshen, the City of Elkhart, and the Town of Bristol. Year-to-year we share resources to educate on water stewardship, complete inspection duties, and conduct water quality monitoring. Partnering for these efforts

creates a more holistic approach to water resource management in the County.

The pages of this report highlight some of the collaborative efforts we have been a part of in 2021. This includes our Stormwater Partnership efforts, as well as work with the St. Joseph River Basin Commission, the Elkhart River Restoration Association, and the Great Lakes Integrated Sciences and Assessments (GLISA).

The partnerships reflect the small- and large-scale watersheds we find ourselves a part of here in Goshen. The smaller tributary watersheds, like Rock Run Creek and Horn Ditch, begin in the surrounding County. The Elkhart River running through the heart of Goshen makes us a part of the Elkhart River watershed, the St. Joseph River watershed, the Great Lakes watershed, the North Atlantic watershed, and ultimately, the interconnected watershed that is planet Earth.

A huge thank you to all our partners for making 2021 a great year. Cheers to the year ahead!

Jason Kauffman,

Mattie Lehman,



State of the River

Biologic Health



The Goshen Stormwater Department contracts with the City of Elkhart's aquatic biologist, Daragh Deegan, and his summer stream monitoring team to conduct education events with Goshen area students and residents. Students learn about how biological monitoring of our aquatic organisms gives insight into the overall health of our streams and rivers.

Older students help conduct fish surveys, which screen for species variety and abundance in the Elkhart River. Like with smaller aquatic organisms used for monitoring, certain fish species are more or less sensitive to water pollutants, so their presence and absence can serve as a water quality litmus test.

This year, Deegan's team and area students sampled both in Goshen's dam pond and below the dam at Shanklin Park. They surveyed many species that indicate high water quality, including American Brook Lamprey, Golden Redhorse, Horneyhead Chub, Logperch, Longear Sunfish, Mimic Shiner, Northern Hogsucker, Rainbow Darter, Rock Bass, Shorthead Redhorse, and Smallmouth Bass. Possibly the most exciting find was a Greater Redhorse (pictured), which is an Indiana State endangered species.

Chemical Health

This year the City of Goshen partnered with the St. Joseph River Basin Commission (SJRBC) to gather and synthesize chemical water quality data that has been collected by the Greater Elkhart County Stormwater Partnership's summer surface water quality monitoring program since 2009. These efforts mark the first attempt to analyze the massive data set for trends that can inform water quality management decisions.

Kate Barrett, Ph.D. is an aquatic ecologist with the SJRBC and is conducting the analysis with the support of Basin Director Matt Meersman. Their work with Elkhart County's data is part of a larger effort to understand the overall health of the St. Joseph River Watershed.

The analysis will look at parameters monitored as part of the Partnership's program: dissolved oxygen, conductivity, pH, nitrates, phosphorus, chlorides, total suspended solids, and *E. coli*.

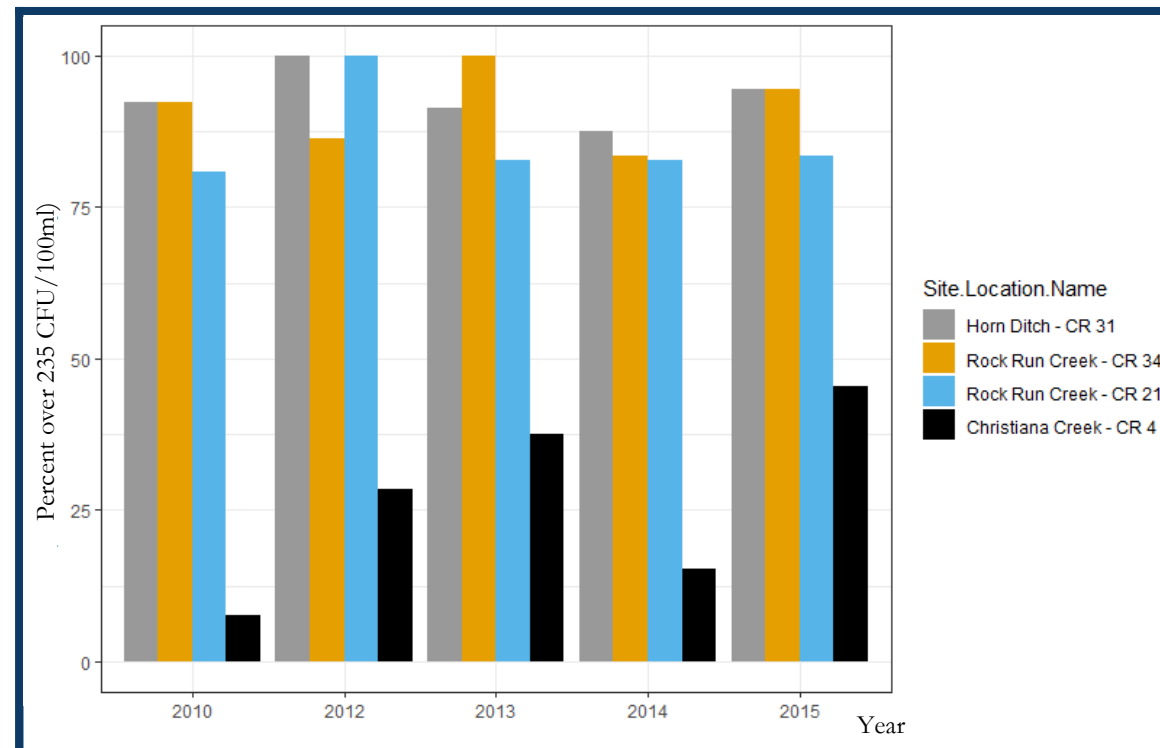
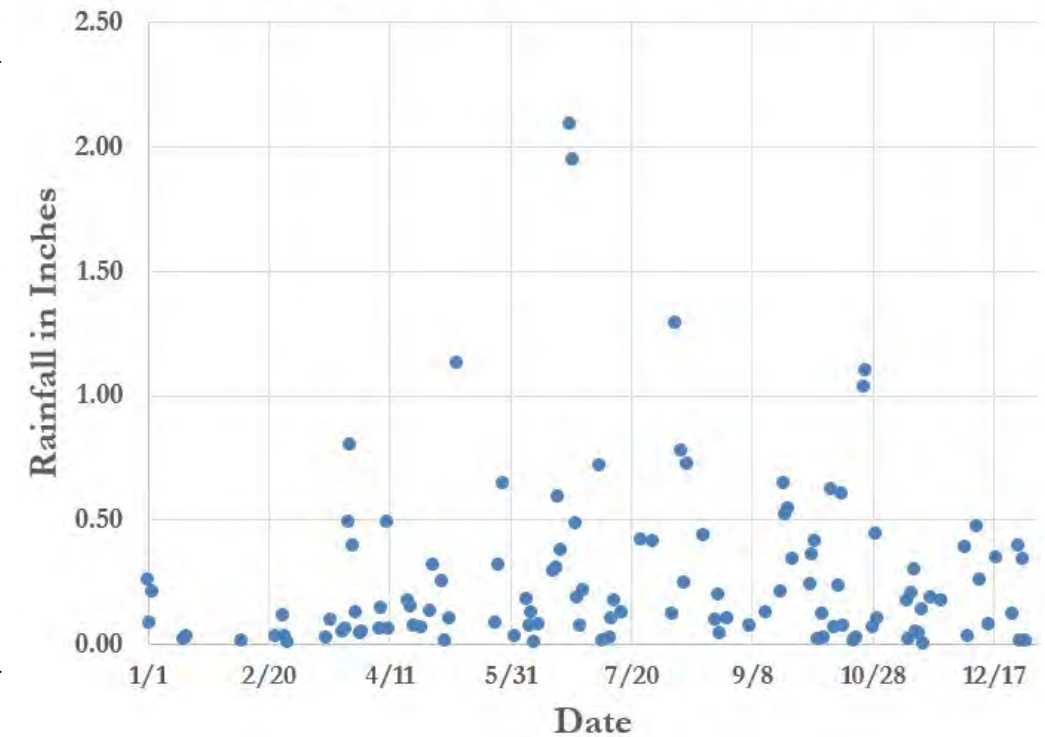
We are so thankful for their work and cannot wait to see the results coming in 2022! For now, check out this sneak peek graph of *E. coli* in Rock Run Creek and Horn Ditch.

Rain Report

In 2021, Goshen had its share of dry and wet days, averaging 117 days of measurable rain (0.01" or more), 17 days with rain events of 0.5" or more, and three days with extreme rain events of 1.25" or more. During the early morning hours of June 26th one such extreme rain event dropped 0.52" of rain in 15 minutes, contributing to roadway flooding at the intersection of Greene Road and SR 119.

Monitoring rainfall is an important part of managing stormwater runoff and its impacts.

2021 Average Daily Rainfall Across Goshen



Percent of Samples that Exceeded the EPA Water Quality Standard for Full-Body Contact (235 CFU/100ml)

The sampling locations in this graph represent the stretch of Rock Run Creek and Horn Ditch that enters the City before emptying to the Elkhart River. Christiana Creek was added as a comparison where water quality is known to be high.

Each year, more than 75% of weekly samples taken from about May-September exceeded the EPA's standard for full body contact.

Today this area is not a great place for a swim; however, armed with this knowledge, the City can continue to collaborate with our partners to reduce agricultural runoff outside City limits (a likely source) and work towards improvement!



2021 Stormwater Program By the Numbers

107+ hours of Stormwater Department staff committed to continuing education

12 issues of the Stormwater Toolbox Newsletter published with an average of 92 "reads" by City staff per issue

7 educational events with Stormwater Department Staff presentations

95 construction site visits to inspect erosion and sediment control measures and pollution prevention practices

15 post-construction stormwater management plans accepted by the Board of Public Works & Safety

15.37 miles of river, stream, and ditch surveyed for illicit pipe discharges

13 illicit discharge incidents detected and addressed

35 projects reviewed to ensure compliance with state and local stormwater regulations

318 storm sewer outfalls inspected and 14 flow samples taken for pollution indicator tests

614 cubic yards of material removed from catch basins by the Water and Sewer Department's vactor trucks

439 catch basins cleaned of accumulated road grit and other captured stormwater pollutants

7.26 feet = maximum river height recorded Oct. 26

2.03 feet = minimum river height recorded Feb. 16

26 stormwater issues reported by City staff and investigated by the Stormwater Department

4,168 tons of material collected by Goshen's Street Department with Street Sweepers

42.29 inches of total precipitation averaged across Goshen



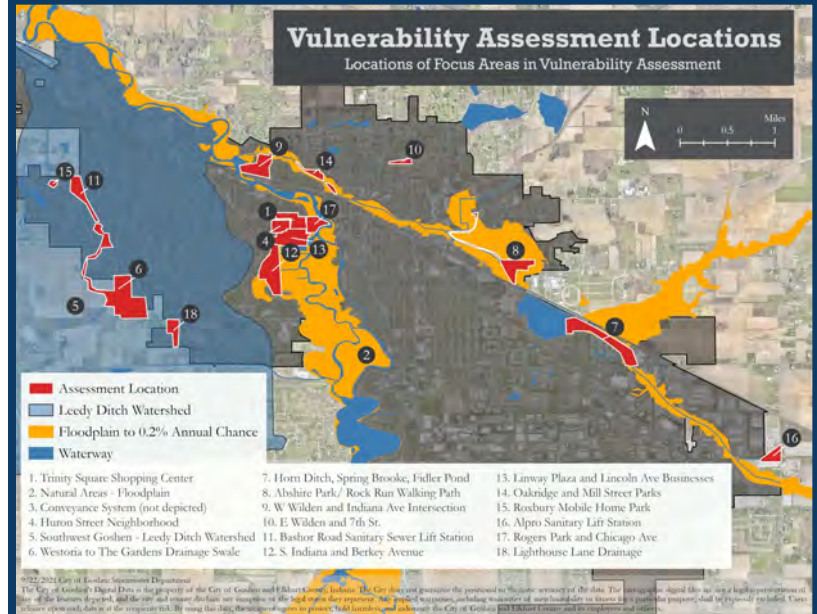
Project Highlights



Climate Change Vulnerability Assessment for Stormwater

In collaboration with the Great Lakes Integrated Sciences and Assessments (GLISA), the Stormwater Department assessed the particular vulnerabilities of areas across Goshen for their sensitivity to predicted changes in local climate realities and their ability to adapt to increasingly more frequent and intense storm events.

The assessment considered socio-economic disparities, local landscape features of the natural and built environments, and climate predictions. Eighteen different assessment locations were evaluated (see map image). These locations were selected largely based on Goshen's flooding experience in February of 2018 and known areas of drainage problems.



Stormwater Education

Stormwater staff participated in a number of educational events this year, published a monthly newsletter, and created other educational materials for community-wide education.



Plastic Pellets in Rock Run Creek

Found in late 2020, plastic pellet pollution in Rock Run Creek became a focus of pollution reduction efforts in 2021. The Stormwater Department investigated potential sources, worked with industry to clean up and eliminate those sources, and continues to monitor for progress.



Addressing Drainage Concerns

When stormwater runoff from publicly owned properties or right-of-way impacts a private property owner, the City attempts to address the concern. This year, the Stormwater Department coordinated efforts across Departments to investigate, and, when possible, address stormwater drainage concerns of citizens. This year's successes included:

- Installation of a drywell at a small business along S. 9th St. to capture and infiltrate stormwater runoff from the street and sidewalk
- Repair of a ditch along Carter Road to better infiltrate stormwater and reduce stagnant water concerns
- Regrading of an alleyway near N. 5th St. to protect property and homes from stormwater runoff
- Design of a drainage solution for The Crossing subdivision with construction scheduled for 2022

Outfall Survey

Stormwater staff spent the early spring screening stormwater pipe outfalls for signs of pollutant discharges and stream erosion caused by high volume flows.

In 2021, staff canoed or walked lengths within City limits of the Elkhart River, the Millrace, Horn Ditch, and a couple smaller drainage ditches. A total of 14 miles!





The Year Ahead

Ordinance and Program Updates

At the end of 2021, the Indiana Department of Environmental Management (IDEM) released new general stormwater permits that govern both construction sites and MS4 communities. These new permits are the first update in 18 years to Indiana's stormwater regulations, implemented first in the early 1990s.

In 2022, the Stormwater Department will undertake a major education campaign to aid in transitioning sites to the new Construction General Permit requirements. Looking internally, the Department will update its own programmatic structures to ensure compliance with the new MS4 General Permit. This will involve stormwater ordinance updates, consideration of standards and other policies, and other related efforts.

Storm Drain Art Project

In January, look for a call for submissions for the 2022 storm drain art project. Artists will be picked throughout the spring with storm drain murals being painted in May and June.

Join the Stormwater Department in early June for the unveiling, and plan a walking or bike tour to see the amazing things our local art enthusiasts come up with!



Flood Literacy

A number of Stormwater and interdepartmental flood resilience efforts are coming together for public input and dissemination in 2022. Look for the Stormwater and Climate Change Vulnerability Assessment conducted by the Stormwater Department and the Flood Resilience Plan assembled by various City Departments in consultation with Christopher Burke Engineering.

To complement these two major documents, the Stormwater Department will also be releasing a series of Story Maps that highlight flood risk information and tools. The Stormwater Toolbox Newsletter will highlight a number of these themes throughout the year.

Thank you to those we collaborated with in 2021!



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204 E. Jefferson Street
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574-534-2201
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Director of Public Works:
Dustin Sailor

Stormwater Coordinator:
Jason Kauffman 537-3832

Stormwater Specialist
Mattie Lehman 537-3818



2021 Stormwater Report

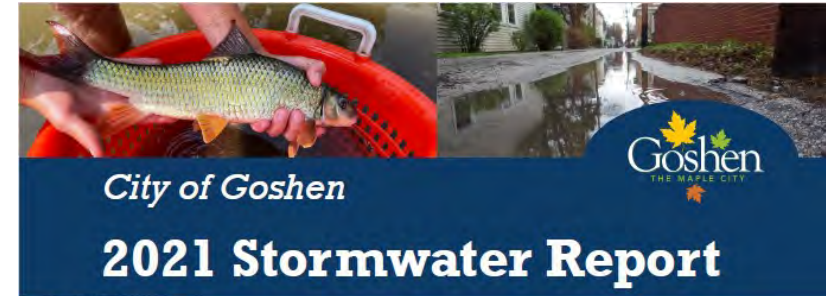
Partnerships for Clean Water



January 31, 2022 – Stormwater Board Presentation

Annual Report Highlights

1. Partnerships
2. City Department Stormwater Functions
3. Stormwater Board and Board of Works Roles
 - Post-Construction Stormwater Management Plans
 - Stabilization and Completion Agreements
 - Illicit Discharge and Construction Enforcement
 - Drainage Projects
4. Coming Up in the Year Ahead



Partnerships for Clean Water

In Goshen's Stormwater Department, we get to look at our City through a unique lens—water. Perhaps more so than most other City Departments, this work necessitates collaboration with partners that stretch across political boundaries. Stormwater drainage paths, rivers, and streams do not begin and end at our City limits.

The ultimate goal of Stormwater Departments across the Country is to improve and preserve water quality for the benefit of humans and other organisms. In Goshen, these goals cannot be met for our watershed without the stewardship of upstream communities. For those downstream, we also must be good caretakers of our water resources.

As co-permittees for our Indiana Municipal Separate Storm Sewer System (MS4) permit, our closest partnership is with the Greater Elkhart County Stormwater Partnership, which includes the government entities of Elkhart County, the City of Goshen, the City of Elkhart, and the Town of Bristol. Year-to-year we share resources to educate on water stewardship, complete inspection duties, and conduct water quality monitoring. Partnering for these efforts

creates a more holistic approach to water resource management in the County.

The pages of this report highlight some of the collaborative efforts we have been a part of in 2021. This includes our Stormwater Partnership efforts, as well as work with the St. Joseph River Basin Commission, the Elkhart River Restoration Association, and the Great Lakes Integrated Sciences and Assessments (GLISA).

The partnerships reflect the small- and large-scale watersheds we find ourselves a part of here in Goshen. The smaller tributary watersheds, like Rock Run Creek and Horn Ditch, begin in the surrounding County. The Elkhart River running through the heart of Goshen makes us a part of the Elkhart River watershed, the St. Joseph River watershed, the Great Lakes watershed, the North Atlantic watershed, and ultimately, the interconnected watershed that is planet Earth.

A huge thank you to all our partners for making 2021 a great year. Cheers to the year ahead!


Jason Kasoffman


Mattie Lehman

Partnering for Clean Water

Goshen's Role in the Greater Elkhart County Stormwater Partnership

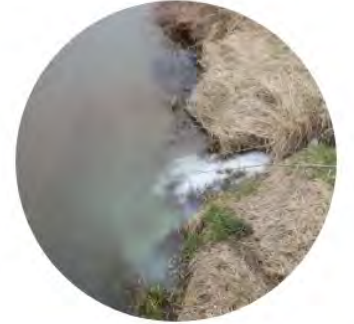
- Co-permittees
- Interlocal Agreement with Elkhart County, City of Elkhart, and Town of Bristol
- Implement the six minimum control measures as designated by the MS4 permit
- County SWCD assists with implementation of
 - Public Education
 - Public Involvement
 - Construction Site



Public Education & Outreach*



Public Participation & Involvement*



Illicit Discharge Detection & Elimination



Construction Site Stormwater Run-off Management*



Post Construction Stormwater Run-off Control



Good Housekeeping & Pollution Prevention



Partnering for Clean Water

Other Partnerships – Water Monitoring and Watershed Work



City of Elkhart



City Department Stormwater Functions

Pollution Prevention



City Department Stormwater Functions

Meeting Good Housekeeping Goals



August Pollutant Challenge

Will you help keep sediment out of our waterways?

Why is sediment a problem?

Sediment pollution is the largest pollutant by volume in our local waterways. While sediment can be naturally occurring, human-caused sources of sediment overload our waterways and degrade water quality.

Sediment can obstruct sunlight which limits aquatic plant growth and in turn lowers the water's dissolved oxygen. Lowered oxygen levels and gills clogged with sediment create a double whammy for our local fish species. In fact, dissolved oxygen levels are the leading cause of fish die-off events! Sediment also acts as a carrier for other contaminants like heavy metals, chemicals, and nutrients which latch on to the small particles. Finally, the process of sedimentation—deposits of sediment—in our waterways reduces and degrades their aquatic habitats and limits their recreational uses (ie. Goshen Dam Pond!).



A construction site with sediment-laden stormwater runoff.

What can we do?

Human-caused sediment pollution comes from areas where our activities strip the land's vegetation. Thus, two major sediment sources include farming and, in urban areas, construction activities.

The Stormwater Department's construction inspection program works to keep sediment out of our waterways by ensuring contractors implement proper best management practices that limit the amount of sediment and other pollutants entering waterways through stormwater runoff. See a sediment issue at a construction site? Let us here at the Stormwater Department know!

At home, stabilizing bare areas of lawns and other landscaping with vegetation is the number one thing residents can do!



The Great Stormwater Hunt Continues...

Thanks to all who have joined "The Hunt" and called or emailed the Stormwater Department about illicit discharges or other stormwater issues. So far in 2021, we have received 19 reports about stormwater problems. We greatly appreciate your help and have added your name to the prize drawing for the end of the year!

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Stormwater Board and BOW Roles

Post-Construction Stormwater Management Plants (PCSMMPs)



Stormwater Board and BOW Roles

Final Stabilization and Completion Agreements



Stormwater Board and BOW Roles

Illicit Discharge and Construction Enforcement



Stormwater Board and BOW Roles

Supporting Drainage Public Works Projects

The Crossing Upcoming Improvement Project



Carter Road Drainage Swale Improvement



Coming Up in the Year Ahead

Ordinances, Program Updates, Public Education, and More

Call for Artists

Help the City of Goshen transform storm drains into works of public art!

Goshen's **storm drain art** project seeks to raise awareness about the connection between storm drains, urban stormwater runoff, and pollution in our waterways.

This year's theme—

Dreaming of Clean Water:

Celebrating the 50th Anniversary of the Clean Water Act

Find full submission rules and how to apply at goshenindiana.org/storm-drain-art



Artist: Mark Daniels

🏠 Storm Water Permitting Home

Stormwater Regulations, Permitting, and Resource Information



Construction & Land
Disturbance



Industrial Permitting



Municipal Separate Storm
Sewer System

📄 Scroll for more