



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

Regular Meeting Agenda

**2:00 p.m., April 11, 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:** March 28, 2022

### **Approval of Agenda**

- 1) Fire Department:** Swearing in of Andrew T. LoPresti as a probationary firefighter
  
- 2) OPEN BIDS: For surplus vehicles and equipment (bids due 1:45 p.m., April 11)**
  
- 3) Legal Department:** Memorandum of Understanding with Goshen College and YWCA for U.S. Department of Justice Office on Violence against Women grant application
  
- 4) Legal Department:** Agreement with Grever & Ward, Inc. to provide planning services for the City of Goshen's cemeteries (Oakridge, Violet and West Goshen)
  
- 5) Legal Department:** Contract with PVS Technologies, Inc. for the purchase of Ferric Chloride for the Waste Water Treatment Plant
  
- 6) Legal Department:** Contract with Rowell Chemical Corp. for the purchase of Sodium Hypochlorite for the Waste Water Treatment Plant
  
- 7) Legal Department:** Agreement Amendment with Alexander Chemical Corporation for the purchase of Chlorine for the Water Treatment Plant
  
- 8) Legal Department:** Contract Amendment with Borden Waste-Away Service, Inc.



**9) Legal Department:** Agreement Amendment with Colin Avila d/b/a Yardshark

**10) Legal Department:** Acceptance of Lippert Components Manufacturing, Inc. easement

**11) Engineering Department:** College Avenue lane restriction request by Direct Line Communications, Inc. to repair sinkhole, April 12-13, 2022

### **Privilege of the Floor**

**12) Board of Public Works and Safety Order:** Continued hearing/status check for 1001 South 8<sup>th</sup> Street (Jeanne Brunk)

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



## BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

### MINUTES OF THE March 28, 2022 REGULAR MEETING

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

**Present:** Members Mike Landis, Mary Nichols and DeWayne Riouse

**Absent:** Mayor Jeremy Stutsman and Barb Swartley

**CALL TO ORDER:** Acting Board Chair Mike Landis called the meeting to order at 2:00 p.m.

**REVIEW/APPROVE MINUTES:** Minutes of the March 21, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 3-0.

Acting Board Chair Mike Landis announced that the next meeting of the Board of Works & Safety and Stormwater Board will be April 11, 2022 (no meeting on April 4).

**REVIEW/APPROVE AGENDA:** Mike Landis presented the agenda. Board member Nichols moved to approve the agenda as submitted. Board member Riouse seconded the motion. Motion passed 3-0.

#### 1) Fire Department: Resignation of Lieutenant Matthew Dunithan

Fire Department Chief Dan Sink asked the Board to accept the resignation of Lieutenant Matthew Dunithan effective April 30, 2022. Chief Sink said that after serving the Goshen Fire Department and Goshen community since Sept. 6, 2006, Lieutenant Dunithan has resigned. Chief Sink said he has enjoyed working with Lieutenant Dunithan and appreciates his service to the community, adding that the GFD family wishes Lieutenant Dunithan and his family the best in their new endeavors.

Nichols/Riouse moved to accept the resignation of Lieutenant Matthew Dunithan from the Goshen Fire Department, effective April, 2022. Motion passed 3-0.

#### 2) Resolution 2022-13, *Approving Certain City of Goshen Police Department Policies and Repealing Various Policies* (repeat submission with corrected ordinance number and amended effective date)

Goshen City Attorney Bodie Stegelmann asked the Board to approve the renumbering of Resolution 2022-10 - *Approving Certain City of Goshen Police Department Policies and Repealing Various Policies* to Resolution 2022-13. On March 21, 2021, the Board adopted Resolution 2022-10, which approved certain City of Goshen Police Department policies. The approval included some amendments to the policies and amendments to the resolution. Stegelmann said that while making modifications to the text of Resolution 2022-10 to reflect modifications made by the Board, it was discovered that resolution number 2022-10 had previously been assigned to another resolution of the Board. So, the City Attorney requested acknowledgement that the resolution approving City of Goshen Police Department Policies should be numbered 2022-13. City Attorney Stegelmann provided the Board with a redline version of Resolution 2022-13, showing the revisions made, which was included in the agenda packet.



Nichols/Riouse moved to approve the renumbering of Resolution 2022-10 - *Approving Certain City of Goshen Police Department Policies and Repealing Various Policies* to Resolution 2022-13. Motion passed 3-0.

(NOTE FROM THE CLERK-TREASURER: *The Goshen Police Department Policy Manual is 967 pages long and can be examined by reviewing the March 21, 2022 Board of Works and Safety agenda packet, which is accessible online at: <https://goshenindiana.org/board-of-works>*)

**3) Legal Department: Acceptance of deed of dedication from Greenwood Rental Properties, LLC**  
**Shannon Marks, a paralegal with the City Legal Department,** asked the Board to accept the Deed of Dedication for public right-of-way from Greenwood Rental Properties, LLC, and authorize the Mayor to execute the Acceptance. Marks asked that the Board to accept the Deed of Dedication attached to the agenda packet. She said this is for the dedication of public right-of-way on the east side of Indiana Avenue north of Plymouth Avenue.  
**Nichols/Riouse moved to accept the Deed of Dedication for public right-of-way from Greenwood Rental Properties, LLC, and authorize the Mayor to execute the Acceptance. Motion passed 3-0.**

**4) Legal Department: Approval of indemnification and hold harmless agreement with OmniSource, LLC to allow for Fire Department training**  
**Goshen City Attorney Bodie Stegelmann** asked the Board to approve the Indemnification and Hold Harmless Agreement with OmniSource, LLC to allow for Fire Department training at its property. Stegelmann said the City of Goshen Fire Department periodically conducts training exercises at the OmniSource facility in Goshen and OmniSource requires the City to execute an Indemnification and Hold Harmless Agreement in order to use its facility. OmniSource collects, stores and processes scrap metal, including motor vehicles, at its facility at 812 Logan St. in Goshen. According to the agreement, the Fire Department wants to use the property and any scrap motor vehicles at the site to train its firefighters and other personnel to use "Jaws of Life" extrication equipment. OmniSource will allow its property to be used for the training if the City enters into an agreement to indemnify, defend and hold OmniSource harmless against any and all claims, demands, losses, costs, expenses, obligations, liabilities, and damages that they may incur or suffer arising from the Fire Department's usage of the property. In response to questions from **Board member Landis, City Attorney Stegelmann** said the indemnification and hold harmless agreement is open ended and will remain in effect until OmniSource requests a renewed agreement,  
**Nichols/Riouse moved to approve the Indemnification and Hold Harmless Agreement with OmniSource, LLC to allow for Fire Department training. Motion passed 3-0.**

**5) Legal Department: Approval of agreement with the Communication Company of South Bend, Inc. for alarm testing and monitoring at three City facilities**  
**Carla Newcomer, a paralegal with the City Legal Department,** asked the Board to approve and execute an agreement with the Communication Company of South Bend, Inc., for alarm testing and monitoring services for the Police Training Facility, the Police Department and the Combined Sewer Overflow facility. Newcomer said the Communication Company of South Bend, Inc. will be paid \$4,835.00 for the services at the Police Training Facility, \$6,670.00 for the Police Department, and \$5,145.00 for the Combined Sewer Overflow plant.



Nichols/Riouse moved to approve and execute the agreement with the Communication Company of South Bend, Inc., for alarm testing and monitoring services for the Police Training Facility, the Police Department and Combined Sewer Overflow facility. Motion passed 3-0.

6) **Legal Department: Resolution 2022-14, *Approving Certain Investment Options for City Employees Participating in City of Goshen Group Annuity Contract through American United Life Insurance Company***  
Goshen City Attorney Bodie Stegelmann asked the Board to approve Resolution 2022-14, *Approving Certain Investment Options for City Employees Participating in City of Goshen Group Annuity Contract through American United Life Insurance Company*, which will allow employees to choose the investment account into which they wish to contribute their payroll deductions. Stegelmann said the City offers American United Life Insurance Company investment vehicles to its employees through payroll deductions. American United Life Insurance Company recently notified the City that it would no longer offer the AUL Fixed Interest Account as an investment option, and that the City needed to choose how to handle contributions previously invested in the AUL Fixed Interest Account. American United Life Insurance Company offered the City three options, one being to stop all contributions to the AUL Fixed Interest Account and redirect future investment elections to another investment option. American United Life Insurance Company will notify participating employees of the change and employees will be given 30 days to change their investment options.

Nichols/Riouse moved to approve Resolution 2022-14, *Approving Certain Investment Options for City Employees Participating in City of Goshen Group Annuity Contract through American United Life Insurance Company*, which will allow employees to choose the investment account into which they wish to contribute their payroll deductions. Motion passed 3-0.

7) **Engineering Department: Approval to advertise for bids for Project No. 2018-0022 College Avenue Bridge #410 Reconstruction and Utility Relocation - Phase 1.**

Bryce Gast, Administrative City Engineer, asked the Board to give permission for the Engineering Department to advertise for bids for Project No. 2018-0022 - College Avenue Bridge #410 Reconstruction and Utility Relocation - Phase 1. Gast said the bids for the project are due Monday, April 25, 2022. Funds have been appropriated and are available for this project. Asked by Board member Landis if the bridge will be removed and replaced, Gast said that will be a separate project. He said the bid on the agenda today was solely for the relocation of utilities.

Nichols/Riouse moved to permit the Engineering Department to advertise for bids for Project No. 2018-0022 - College Avenue Bridge #410 Reconstruction and Utility Relocation - Phase 1. Motion passed 3-0.

8) **Engineering Department: Agreement Amendment No. 4 with Donohue & Associates for a new not to exceed contract amount of \$3,444,576 for WWTP Improvements and Rock Run Interceptor Phase 1 Projects**

Bryce Gast, Administrative City Engineer, asked the Board to approve Agreement Amendment No. 4 with Donohue and Associates in the amount of \$60,105 for a new not to exceed contract amount of \$3,444,576 for the WWTP Improvements and Rock Run Interceptor Phase 1 Projects. Gast reported that the Wastewater Treatment Project continues to take longer than anticipated and contracted, and the City's agreement with its onsite construction supervision consultant, Donohue and Associates, expires on April 15, 2022.



The City is having regular discussions with the contractor about their construction progress, but at this time, staff anticipates needing the services of Donohue and Associates through May 31, 2022. To extend Donohue and Associate's contract through this date, representatives have offered an amended service fee of \$66,281 minus \$6,176 for a total fee of \$60,105. The new not-to-exceed value of Donohue and Associates contract, with approval of this amendment, will be \$3,444,576. Asked by **Board member Landis** if the Board recently approved a similar contract extension with Donohue & Associates, **Administrative City Engineer Gast** confirmed that was correct and that it was Agreement Amendment #3. He said this extension was requested because of continued delays in the project. Asked by Landis if the City had any choice but to approve another extension, Gast said if it was not approved, the contractor would leave and staff would need to spend more time at the site overseeing the project. **Nichols/Riouse move to approve Agreement Amendment No. 4 with Donohue and Associates in the amount of \$60,105 for a new not to exceed contract amount of \$3,444,576 for the WWTP Improvements and Rock Run Interceptor Phase 1 Projects. Motion passed 3-0.**

**9) Engineering Department: Agreement with Greencroft Goshen, Inc. for the completion of the construction project at 2095 Whispering Pines (JN: 2020-2017)**

**Dustin Sailor, City Director of Public Works and Utilities**, asked the Board to approve and authorize the Mayor to execute an agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2095 Whispering Pines. Sailor said the unit at 2095 Whispering Pines (Greencroft) has passed its final building inspection and the project is substantially complete except for planting a required tree, seeding, and otherwise stabilizing disturbed areas. These final requirements cannot be completed at this time due to weather conditions. The Stormwater Department has submitted an Agreement for the Completion of the Construction Project for approval and authorization for the Mayor to execute. The property owner, Greencroft Goshen, Inc., has agreed to plant one large tree and stabilize 3,000 square feet with seed and a temporary stabilization measure by June 15, 2022. The expected cost of work is under \$2,000, with no hard surface needs, so, no surety amount is required.

**Nichols/Riouse moved to approve and authorize the Mayor to execute the agreement with Greencroft Goshen, Inc. for the Completion of the Construction Project at 2095 Whispering Pines. Motion passed 3-0.**

## **CITY OF GOSHEN STORMWATER BOARD**

### **Regular Meeting Agenda**

**2:00 p.m., March 28, 2022**

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

Members: Mike Landis and Mary Nichols

Absent: Mayor Jeremy Stutsman



10) Stormwater Department: Approval of post-construction stormwater management plan for The Willows expansion (JN: 2019-2040)

Dustin Sailor, City Director of Public Works and Utilities, asked the Board to accept the post-construction stormwater management plan for The Willows Expansion as it has been found to meet the requirements of City Ordinance 4329. Sailor said the developer of The Willows, Expansion of Manufactured Housing Community (Sun The Willows, LLC), affecting one (1) or more acres of land and located at 400 Willows Way, Goshen, IN 46526, 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 The Willows Expansion as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.

Privilege of the Floor:

Acting Chair Mike Landis opened Privilege of the Floor at 2:15 p.m. There were no public comments, so Landis closed the public comment period at 2:15 p.m.

As all matters before the Board of Public Works & Safety and Stormwater Board were concluded, Acting Chair Landis/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

Acting Chair Landis adjourned the meeting at 2:15 p.m.

APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member



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Mary Nichols, Member

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Barb Swartley, Member

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DeWayne Riouse, Member

ATTEST

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Richard R. Aguirre, Clerk-Treasurer





**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201

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March 11, 2022

To: The Board of Works and Public Safety

RE: Hire Andrew T. LoPresti as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Andrew T. LoPresti has passed all of the pension requirements for the State of Indiana and I am requesting the Board of Works and Public Safety hire Andrew as a Probationary Firefighter for the Goshen Fire Department effective April 12, 2022.

Thank you.

## CITY OF GOSHEN, INDIANA NOTICE OF SALE OF VEHICLES AND EQUIPMENT

The Goshen Board of Public Works and Safety is offering the following surplus vehicles and equipment ("Surplus Property") for sale to the public by sealed bids:

2008 Ford Ranger; 2007 Chevy Impala; 2011 Chevy Impala; 2007 Chevy Impala; 2012 Chevy Impala; 2011 Chevy Impala; 2004 Dodge Stratus; 2010 Chevy Impala; 2003 Crown Victoria; 2015 Harley Davidson; 2007 Chevy Impala; 2009 Chevy Impala; 2010 Chevy Impala; 2007 Chevy Impala; 2009 Chevy Impala; 2002 Ford Explorer; 2007 Ford F250 with 2007 Boss V Plow 8'2"; 2002 Ford Excursion; 1992 Medtec Ambulance; 2005 Ford Escape; 2010 Ford Escape; 2010 Ford Escape; 2008 Ford Ranger; 2001 Ford F550; 11' landscape-style dump bed with engine driven hydraulic pump; 1996 Club Golf Cart; 2005 Spaulding Patcher; 1999 GMC T7500; 2012 Monroe Salt Spreader; 2004 Textron Golf Cart; and Simplicity Tractor.

Detailed information on the Surplus Property is available in the Bid Documents which can be obtained from the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 or on the City's current Bidding Opportunities portal at <https://goshenindiana.org/bidding-opportunities>.

The Surplus Property is being sold "AS IS, WHERE IS" with no warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. A bidder shall make its own inspection of the Surplus Property and rely solely upon the bidder's observation in deciding to submit a bid. A bidder shall not rely upon any representation or statements made by any City employee or agent.

Interested parties may inspect the Surplus Property on Saturday, April 2, 2022 from 9:00 a.m. to 12:00 p.m. (local time) at the Goshen Street Department at 475 Steury Avenue, Goshen or by calling Central Garage at 574-534-3703 to schedule an appointment.

Sealed bids must be submitted in accordance with the instructions and the terms and conditions that are included in the Bid Documents. Reserve prices have been placed on the Surplus Property. City will not collect any sales tax on any Surplus Property sold.

Bids will be received by the Goshen Clerk-Treasurer's Office at 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. (local time) on April 11, 2022. **All bids received will be taken to the April 11, 2022 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 located at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

Publish on:  
March 25, 2022 and April 1, 2022



## CITY OF GOSHEN LEGAL DEPARTMENT

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204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

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

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Date:** April 11, 2022  
**Subject:** Agreement for U.S. Department of Justice Grant Application

Attached for the Board's approval is an External Memorandum of Understanding with Goshen College and YWCA of North-Central Indiana. The City of Goshen Police Department and these parties seek to apply for a grant from the U.S. Department of Justice Office on Violence against Women that would provide funding to assist in reducing sexual assault, domestic violence, dating violence, and stalking on the Goshen College Campus.

### **Suggested Motion:**

Move to approve and authorize Division Chief Keith A. Miller to execute the External Memorandum of Understanding with Goshen College and YWCA of North-Central Indiana relative to the U.S. Department of Justice Office on Violence against Women grant application.

## **EXTERNAL MEMORANDUM OF UNDERSTANDING**

Goshen College, the YWCA of North-Central Indiana (YWCANCIN), and Goshen Police Department (GPD) enter into this memorandum of understanding (MOU) to carry out the purposes funded by and proposed to the U.S. Department of Justice Office on Violence Against Women on or before April 26, 2022.

### **Goals of OVW Campus Grant at Goshen College**

1. Expand survivor services and advocacy for students experiencing domestic violence, dating violence, sexual assault, and stalking (DVDVSAS), with a focus on improving service delivery for underserved communities on campus;
2. Develop and implement a coordinated community response team designed to better educate the campus community about DVDVSAS and to better support DVDVSAS survivors;
3. Increase trainings about responding to DVDVSAS incidents, including the use of trauma-informed approaches, for all internal and external partners;
4. Increase prevention education programs to reach specific populations, such as Latinx, LGBTQ, athletes, and commuter students.

### **Partners and History of Relationship**

The YWCANCIN, located at 1102 S. Fellows Street, South Bend, Indiana 46601, is a nonprofit community provider of domestic violence services and emergency shelter. They also provide violence prevention programs, as well as free legal advocacy and bilingual services for the regional Hispanic population.

The YWCANCIN previously had a location and staff located in Elkhart County near the Goshen College campus. At that time, Goshen College worked with the YWCANCIN to provide specialized counseling services to students experiencing sexual violence and offer campus education programs on dating violence, survivor support, and domestic violence. In the last two years, YWCANCIN had to close that location due to funding and staffing issues, although the Safe Haven facility, about 12 miles away from campus, provides emergency shelter and continues some DVDVSAS support programming.

Goshen College has collaborated with YWCANCIN since the spring of 2016. Goshen College publishes the YWCANCIN 24-hour crisis line and counseling contact information in its sexual violence resources online, on campus posters, and in information distributed to students and employees. Between 2017 and 2019, a YWCANCIN representative participated in a campus Sexual Assault Response Team (SART) facilitated by the Indiana Coalition to End Sexual Assault (ICESA). Goshen College representatives have also participated in regional training opportunities hosted by YWCANCIN.

The **Goshen Police Department**, located at 111 East Jefferson St., Goshen, IN, 46528, is the primary responding law enforcement agency for all criminal incidents occurring with the jurisdiction of Goshen, Indiana. GPD has worked with Goshen College for more than 20 years in addressing incidents of crime on the Goshen College campus as well as incidents involving Goshen College students in the Goshen community. In the past five years, the GPD has identified Officer Nic Kauffman as a GPD liaison to Goshen College. In that role, Officer Kauffman collaborates with Chad Coleman, Director of Campus Safety, and, between 2017 and 2019, participated in a campus Sexual Assault Response Team (SART) facilitated by the Indiana Coalition to End Sexual Assault (ICESA).

In fall 2021, Goshen College renewed its partnership with these important community partners following the disruptions of COVID. Together, they reviewed ongoing need for expanded and coordinated victim advocacy for students who experience DVDVSAS, as well as increased training for campus safety officers, GC employees and students on trauma-informed responses to DVDVSAS incidents. Both the YWCANCIN and Goshen Police Department were consulted throughout the development of this proposal and are in full support of the project, as demonstrated by signature of this EMOU.

### **Roles and Responsibilities**

Goshen College will

- Hire and supervise the activities of a Project Director who will coordinate all grant-funded activities
- Develop and support a Coordinated Community Response Team (CCRT)

- Continue a mandatory prevention education and bystander program for all students
- Expand upon an existing peer education and bystander program to better integrate the needs of the underserved populations of focus
- Facilitate additional trauma-informed training for Campus Safety officers
- Facilitate additional training for campus hearing board members
- Participate in grant planning year activities, including attending mandatory OVW technical assistance and training events
- Monitor and assess ongoing progress toward achieving OVW objectives through this project
- Collaborate with Mosaic Health and Healing Arts Center, a local, non-profit mental wellness center that serves people who identify as LGBTQIA+, to develop programming that address the unique needs of the LGBTQIA+ community.

The YWCANCIN will

- Appoint a representative to serve on the CCRT and attend CCRT meetings and participate in mandated OVW trainings
- Collaborate with the Project Director to improve on existing mandatory prevention education and bystander programming on campus
- Collaborate and participate in trainings for Goshen students and staff, including campus safety officers
- Provide comprehensive, confidential victim services and advocacy on Goshen's campus through developing a referral process, creating victim-centered response protocols, and providing 24-hour accessibility
- Participate in all grant planning year activities

Goshen Police Department will

- Appoint a representative to serve on the CCRT and attend CCRT meetings and participate in mandated OVW trainings

- Participate in a grant-funded training of campus safety officers and first responders to have trauma-informed response and investigations of sexual assault, domestic and dating violence, and stalking
- Continue to respond to DVDVSAS incidents on the Goshen campus
- Participate in all grant planning year activities

### **Addressing Traditionally Underserved Populations**

As detailed in the narrative, Goshen will address traditionally underserved populations primarily by reviewing existing policies and procedures to ensure they remain sensitive to underserved populations and by developing new prevention education programs that are tailored to the unique living situations of underserved populations. The partners will support such efforts primarily through the CCRT discussions of current policies and in participating in trainings that include topics about responding to survivors from underserved populations.

### **Confidentiality**

The Project Director will work with all external parties in this agreement to develop a confidentiality agreement appropriate to the nature of the organization's policies and obligations to federal and state law.

Each partner understands the limits of disclosure under the Violence Against Women Act, and recognizes that each partner has its own policies and statutes that must be followed to protect or share information, as it relates to law enforcement investigations, Clery Act reporting, Title IX regulations, or other federal or state law. Partners may share the following:

- Non-personally identifying, aggregated data;
- Court-generated information; and
- Law enforcement-generated and prosecution-generated information necessary for law enforcement and prosecution purposes.

Except when required by court mandate or statute, partners will not disclose, reveal, or release individual victim information without the informed, written, reasonably time-limited consent of the person. In line with current practice, Goshen College will consult with GPD and gain approval prior to conducting any interviews or disseminating any information related to an active criminal investigation or prosecution.

The Project Director will use secure methods of communication for all CCRT activities and other funded activities.

### **Non-discrimination**

The parties agree not to engage in discriminatory practices that are sexual, racial, or religious in nature or are in anyway related to sex, gender identity, sexual orientation, national origin, documentation status, age, disability, genetic information, or any other basis protected by federal, state, or local law.

### **Compliance with the Law**

The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

### **Commitment and Resources**

Goshen College, the YWCANCIN, and GPD all commit to work together to achieve the stated project goals. Each partner is willing to commit resources to this project to ensure its success. Signature to this MOU indicates review and approval of the grant application budget, including compensation for partners, as applicable, and the total amount of the grant request.

Goshen College will contribute the following resources:

- A dedicated Project Director (1.0 FTE)
- Large and small program space for training, meetings and events, including meeting space for the CCRT



- Access to Zoom or a comparable software program to facilitate virtual meetings if needed
- Student life personnel to assist with prevention education programming, and hearing board and campus safety officer training
- Confidential meeting space for YWCANCIN personnel to meet with students while offering counseling on campus
- Subscription services to online trainings
- Personnel dedicated to supervising the peer educator network

YWCANCIN will contribute the following resources:

- A representative for the CCRT to attend CCRT meetings and OVW Trainings (three in Year One, one in Year Two, and one in Year Three).
- Staffing to provide confidential services to students on campus or virtually at least two hours per week
- Staffing to assist the Project Director in developing prevention education and bystander intervention programming on campus (including two-three events each year of the project)
- Staffing to help develop and collaborate on training for Goshen students and faculty, including training for campus safety personnel
- Informational materials for general distribution on campus

GPD will contribute the following resources:

- A representative for the CCRT to attend CCRT meetings and OVW Trainings (three in Year One, one in Year Two, and one in Year Three).
- Staffing to continue serving as a first responder to campus crimes, emergencies, or concerns on the GPD campus
- Staffing to collaborate on developing training for Campus Safety officers

**Reimbursement**

Goshen College will reimburse the YWCANCIN and GPD for allowable costs associated with implementing this project. All partners agree to submit invoices to Goshen's Business Affairs Office as expenses are made. That office will review invoices quarterly for allowability of costs and availability of funds prior to reimbursing partners for eligible expenses. Expenses related to OVW training will be covered by Goshen for all partners. Goshen will reimburse the YWCANCIN for staffing time dedicated to project activities. The Goshen Police Department has waived compensation for grant activities. This MOU is contingent on funding being received.

The roles and responsibilities described above are contingent on Goshen College receiving funds requested for the project described in the OVW grant application. Responsibilities under this Memorandum of Understanding would coincide with the grant period, anticipated to be 10/01/2022 through 09/30/2025, including any extensions.

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**For YWCA North Central Indiana**

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

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**For Goshen Police Department**

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

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**For Goshen College**

Name (Printed): \_\_\_\_\_ Title: \_\_\_\_\_

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

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**CITY OF GOSHEN LEGAL DEPARTMENT**

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**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Date:** April 11, 2022  
**Subject:** Grever & Ward, Inc. Agreement

The City of Goshen Department of Cemeteries seeks to enter into an agreement with Grever & Ward, Inc. to provide cemetery planning services including improvements to Oakridge, West Goshen and Violet Cemetery. Grever & Ward, Inc. will be paid Seven Thousand Four Hundred Dollars (\$7,400.00) and all work shall be complete on or before August 1, 2022.

**Suggested Motion:** Move to approve the agreement with Grever & Ward, Inc. to provide cemetery planning services, including improvements to Oakridge, West Goshen and Violet Cemeteries.

# AGREEMENT

## With Grever & Ward, Inc. for Cemetery Planning Services

THIS AGREEMENT is entered into on April \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Grever & Ward, Inc.** (“Contractor” or “Grever & Ward”), whose mailing address is 3802 North Buffalo Street, Orchard Park, NY 14127-1840, 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**

Grever & Ward shall provide City cemetery planning services for opportunities including improvements to Oakridge, West Goshen and Violett Cemeteries, which cemetery planning services are more particularly described in Grever & Ward’s 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. Grever & Ward’s Duties under this agreement include:

- (A) conduct a site visit to the three cemetery sites and consult with the City to assess the sites’ potential and opportunities for improvements;
- (B) review the three properties for City-requested or recommended new options and/or expansions, which may include new products (cremation gardens, traditional section layouts, natural burial sections, etc.) and comprehensive master planning; and
- (C) following the site visit, prepare a summary of findings and recommendations (letter format) with photos/illustrations, as needed, for each property.

### **Section 2. Effective Date; Term**

The agreement shall become effective on the day of execution and approval by both parties. Grever & Ward shall complete its site visit on or before July 1, 2022, with its final product completed within three (3) weeks of the site visit.

### **Section 3. Compensation**

City agrees to compensate Grever & Ward the sum of Seven Thousand Four Hundred Dollars (\$7,400.00) for performing all Duties.

### **Section 4. Payment**

- (A) Payment shall be upon City’s receipt of a detailed invoice from Grever & Ward. 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 City Cemeteries  
202 South 5<sup>th</sup> Street  
Goshen, IN 46528

- (B) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (C) Grever & Ward 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.

### **Section 6. Licensing/Certification Standards**

Contractor certifies that it 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.
- (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 Duties 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 Duties 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 Duties 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 cemetery planning 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 Duties.
  - (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: Grever & Ward, Inc.  
3802 North Buffalo Street  
Orchard Park, NY 14127-1840

### **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 Duties. 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 Grever & Ward.

**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**

**Grever & Ward, Inc.**

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

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

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Barb Swartley, Member

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



**GREVER & WARD, INC.**  
 3802 NORTH BUFFALO STREET  
 ORCHARD PARK, NY 14127-1840

**PROPOSAL/AGREEMENT**

**PHONE**  
 716-662-7700  
**FAX**  
 716-662-0125

**CEMETERY PLANNING SINCE 1939**

[www.greverandward.com](http://www.greverandward.com)

**CLIENT** Goshen City Cemeteries  
 202 South 5<sup>th</sup> Street  
 Goshen, IN 46526

**PROJECT** Cemetery Consultation, Assessment and Summary  
 Oakridge, West Goshen and Violet Cemetery  
 See Exhibits A, B and C, attached

**PLANNING SERVICES:**

**Item 1. On-Site Consultation, Assessment and Summary**

The Planners (Grever & Ward, Inc.) will conduct a site visit to the above cemetery sites and consult with the Client to assess the sites' potential and opportunities for improvements. The three properties will be reviewed for Client-requested or recommended new options and/or expansions. Such recommendations may include new products (cremation gardens, traditional section layouts, natural burial sections, etc.) and comprehensive master planning.

Following the site visit, a summary of findings and recommendations will be prepared (letter format) with photos/illustrations, as needed, for each property.

**Total Cost, Item 1: \$7,400.00**

**Time to Complete:** Site visit to be scheduled for a mutually convenient date, subject to weather and prior to July 1, 2022.  
 Summary letter to be submitted within 3 weeks of site visit.

**Client to Provide:** 1.) Site information, as available (e.g. topography, boundaries, soils), and information on any existing underground utilities, easements, wetlands or other land use restrictions.

**Note:** Requests that change the scope or extent of the work beyond the above description will be quoted as extra services in an addendum to this agreement.

**Fee:** Item 1: Seven Thousand Four Hundred Dollars (\$7,400.00)

**FIELD AND MAPPING SERVICES - GENERAL CONDITIONS**

These General Conditions are a part of this "Proposal/Agreement" by and between Grever & Ward, Inc. ("Grever & Ward") and Goshen City Cemeteries ("Client") dated as of February 23, 2022.

1. If this Proposal/Agreement is not accepted and executed by the Client on or before the "valid until" date set forth herein, Grever & Ward reserves the right to revise the quoted fees and completion time commitments.

2. Client shall pay to Grever & Ward the net amount shown on any invoice within fifteen (15) days of the initial invoice date. Client shall pay interest on amounts received after said date at the rate of 1½ % per month (18%) annually. If Grever



**GREVER & WARD, INC.**  
3802 NORTH BUFFALO STREET  
ORCHARD PARK, NY 14127-1840

**CEMETERY PLANNING SINCE 1939**

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**PROPOSAL/AGREEMENT**

**PHONE**  
716-662-7700  
**FAX**  
716-662-0125

**CLIENT**      **Goshen City Cemeteries**  
**202 South 5<sup>th</sup> Street**  
**Goshen, IN 46526**

**PROJECT**      **Cemetery Consultation, Assessment and Summary**  
**Oakridge, West Goshen and Violet Cemetery**  
**See Exhibits A, B and C, attached**

& Ward engage a collection agency or attorneys to enforce the Client's payment obligation under the Proposal/Agreement, the Client shall pay a collection fee equal to 25% of the invoice amount and any accrued interest. Grever & Ward may suspend Services or withhold documents from Client if there are outstanding invoices unpaid for more than forty-five (45) days from the date of the initial invoice.

3. Fees for Services quoted as a lump sum shall be invoiced on a lump-sum basis. Fees for Services quoted on a unit basis or percentage completion basis will be invoiced periodically at the rate for the quantity or proportion of the work actually completed. Requests for partial payments shall be made as the work progresses and shall be expressed as a percentage of the entire fee for the work completed for the period of the invoice. For all contracts that require a retainer, the stipulated amount shall be paid in full prior to commencement of services. All retainers will be applied to the final invoice at the conclusion of services.

4. The Client shall approve, conditionally approve or reject all preliminary designs, plans or submittals within thirty (30) days after receiving the same from Grever & Ward. For conditional approvals or total rejections, the Client shall provide a detailed explanation of the conditions or the reasons for rejection. If the Client fails to respond within the foregoing thirty (30) day period, the designs, plans or other submittals shall be deemed to be approved by the Client in the form and content as submitted by Grever & Ward.

5. The Professional Services to be performed by Grever & Ward under this Proposal/Agreement will be completed in accordance with the generally accepted standards of the profession of landscape architecture. Grever & Ward shall not be liable to Client if Grever & Ward's performance is prevented, hindered or delayed by an act of God, weather, governmental action, unavailability of materials and/or other factors beyond the reasonable control of Grever & Ward.

6. All Grever & Ward work product prepared pursuant to this Proposal/Agreement, including, without limitation, drawings, specifications, original reproductions, manuscripts, whether in documentary form or electronically stored, ("Grever & Ward Documents") are the exclusive property of Grever & Ward. Grever & Ward Documents shall not be reused on other projects without the express prior written consent of Grever & Ward. Grever & Ward retains all rights, including copyrights to the Grever & Ward Documents. Client may use the Grever & Ward Documents solely in accordance with the terms of this Proposal/Agreement.

7. If Grever & Ward has started performing Services pursuant to this Proposal/Agreement and the work is abandoned, suspended or substantially modified by the Client, the Client shall pay Grever & Ward in full for all Services performed up to the date of Grever & Ward's receipt of notice of such abandonment, suspension or substantial modification of the work. If such suspended work is resumed within thirty (30) days, all of the terms and conditions of this Proposal/Agreement, including price and specifically excluding the completion dates, shall remain unchanged. If the work is resumed later than thirty (30) days after its suspension, including during a subsequent season or calendar year, Grever & Ward shall provide Client with a revised price and completion date proposal.

8. Grever & Ward shall have no liability arising out of or relating to the source material, land use restrictions or field services supplied or omitted by the Client. Any additional work or the costs associated with delays or interruptions in the progress of the work caused by inaccurate, faulty or unavailable data supplied or omitted by the Client which necessitates the redesign, remedial and/or other additional services by Grever & Ward shall be subject to additional charges to the Client by Grever & Ward. Grever & Ward shall have no responsibility to edit, test or verify data delivered to Grever & Ward by the Client. Grever & Ward may rely on the accuracy and completeness of all items submitted by or at the direction of the Client.

9. The Client and Grever & Ward agree to mediate claims or disputes arising out of or relating to this Proposal/Agreement before commencing litigation. The mediation shall be conducted by a mediation service acceptable to the parties. A party shall make a demand for mediation within a reasonable time after a claim or a dispute arises and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Mediation fees shall be shared equally.

10. This Proposal/Agreement is the entire and integrated agreement between the Client and Grever & Ward and supersedes all prior negotiations, statements or agreements, either written or oral. The parties may amend this Proposal/Agreement only by a written instrument signed by the Client and Grever & Ward.

11. Neither the Client nor Grever & Ward shall assign this Proposal/Agreement without the prior written consent of the other.

12. The Client hereby agrees to indemnify, defend and hold Grever & Ward harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and all legal expenses or fees incurred through appeal, and all interest thereon, accruing or resulting to any and all persons, firms or other legal entities on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of the project or this Proposal/Agreement, except that Grever & Ward shall not be entitled to be indemnified to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by Grever & Ward's negligent errors or omissions.

13. Prior to the commencement of any work pursuant to this Proposal/Agreement, the Client shall provide Grever & Ward with evidence of the Client's broad form comprehensive general liability policy with limits of at least \$1,000,000, specifically covering liabilities assumed by contract and naming Grever & Ward as an "additional insured".



**GREVER & WARD, INC.**  
 3802 NORTH BUFFALO STREET  
 ORCHARD PARK, NY 14127-1840

**PROPOSAL/AGREEMENT**

**PHONE**  
 716-662-7700  
**FAX**  
 716-662-0125

**CEMETERY PLANNING SINCE 1939**

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**CLIENT** Goshen City Cemeteries  
 202 South 5<sup>th</sup> Street  
 Goshen, IN 46526

**PROJECT** Cemetery Consultation, Assessment and Summary  
 Oakridge, West Goshen and Violet Cemetery  
 See Exhibits A, B and C, attached

14. To the fullest extent as permitted by law, Grever & Ward's total liability to Client for any and all injuries, claims, liabilities, losses, costs, expenses or damages whatsoever arising out of or in any way related to this project or this Proposal/Agreement from any cause or causes including, but not limited to Grever & Ward's negligence, errors, omissions or breach of contract, shall not exceed the total fees to be received by Grever & Ward under this Proposal/Agreement. This limitation of liability shall apply to the Client's direct claims and to the Client's claims arising from third parties.

15. Should COVID-19 / Pandemic Conditions warrant a postponement of travel, Grever & Ward will coordinate with the Client on a revised schedule or alternative approaches to completing the work.

**Proposal Valid Until: March 23, 2022**

**Authorized Date:** \_\_\_\_\_

**Proposal Date:** February 23, 2022

\_\_\_\_\_  
 Client

\_\_\_\_\_  
 David G. Ward, President  
 Grever & Ward, Inc.



## CITY OF GOSHEN LEGAL DEPARTMENT

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

April 11, 2022

**To:** Board of Public Works and Safety

**From:** Brandy L. Henderson

**Subject:** Quote for Ferric Chloride

The City solicited quotes for the purchase of Ferric Chloride, chemicals required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Ferric Chloride for the remainder of the 2022 calendar year:

- |    |   |             |
|----|---|-------------|
| 1. | Kemira Water Solutions, Inc., 4321 Fifty Street, Lawrence, KS 66049 | \$1.69/ lb. |
| 2. | PVS Technologies, Inc., 10900 Harper Ave, Detroit, MI 48213         | \$1.17/ lb. |

### **Suggested Motion:**

Award a contract to PVS Technologies, Inc as the lowest responsible and responsive offeror and authorize the issuance of a Purchase Order for the purchase of Ferric Chloride at a cost of \$1.17 per lb.

Bid Tabulation

Purchase of WWTP Chemicals – Q 2022-0001

	Item 1 – Ferric Chloride	Item 2 – Mercury Free or Reduced Ferric Chloride	Amount of Mercury	
Kemira Water Solutions, Inc. Lawrence KS	\$1.691 /lb iron*	\$1.691/lb iron*	<0.18g/kg	\$270,560.00/160,000 gals *equivalent to \$1.03/lb of iron
PVS Technologies, Inc. Detroit MI	\$1.17	\$1.17	N/D	\$187,200.00/160,000 gals
BioChem, Inc Evansville, IN	No bid	No bid	No bid	No bid



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www.goshenindiana.org

April 11, 2022

**To:** Board of Public Works and Safety

**From:** Brandy L. Henderson

**Subject:** Quote for Sodium Hypochlorite

The City solicited quotes for the purchase of Sodium Hypochlorite, chemicals required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Sodium Hypochlorite for the remainder of the 2022 calendar year:

- |    |   |             |
|----|---|-------------|
| 1. | Haviland Products Company, 421 Ann St, N.W., grand Rapids, MI 49504 | \$2.06/gal  |
| 2. | Rowell Chemical Corp, 15 Salt Creek, Ste 205, Hinsdale, IL 60521    | \$1.89/ gal |
| 3. | Alexander Chemical Corp, 315 Fifty Street, Peru, IL 61354           | \$2.25/ gal |

**Suggested Motion:**

Award a contract to Rowell Chemical Corp. as the lowest responsible and responsive offeror and authorize the issuance of a Purchase Order for the purchase of Sodium Hypochlorite at a cost of \$1.89 per gal.

## Bid Tabulation

### Purchase of WWTP Chemicals – Q 2022-0002

	Item – Sodium Hypochlorite	
Haviland Products Grand Rapids, MI	\$2.06 /gal	\$123,600/ 60,000 gals
Olin Chemical Lemont, IL	No bid	No bid
Rowell Chemical Corp Hinsdale, IL	\$1.89	\$113,400/ 60,000 gals
Alexander Chemical Corp Peru, IL	\$2.255*	\$135,300/ 60,000 gals *price is firm for 2 <sup>nd</sup> calendar quarter only!





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

**To:** Board of Public Works and Safety

**From:** Brandy L. Henderson

**Date:** April 11, 2022

**Subject:** Amendment Agreement with Alexander Chemical Corporation for Purchase of Chlorine

Goshen Utilities recommends that the City extend the term of the original agreement dated January 7, 2022 with Alexander Chemical Corporation for the purchase of chlorine. This extension is for the first 3-month term through July 31, 2022.

**Suggested Motion:**

Move to approve and execute the attached Agreement Amendment with Alexander Chemical Corporation and authorize Mayor Stutsman to execute the same.

# AGREEMENT AMENDMENT

## Purchase of Chemicals

THIS AGREEMENT AMENDMENT is entered into on \_\_\_\_\_, 2022, by and between **Alexander Chemical Corporation** (“Alexander”), whose mailing address is 315 5<sup>th</sup> Street, PO Box 599, Peru, IL 61354, 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

- (1) City and Alexander entered into an Agreement on January 7, 2022 for the City’s purchase and Alexander’s supply of chlorine.
- (2) Upon written approval of both parties, the Agreement may be renewed for up to three (3) additional three-month terms under the same terms and conditions.
- (3) The parties wish to renew the Agreement for the first three (3) month term.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated January 7, 2022, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

### TERM

The term of the Agreement for the City’s purchase and Alexander’s supply of chlorine shall be extended through July 31, 2022.

### ORIGINAL AGREEMENT

In all respects, all other provisions of the original Agreement dated January 7, 2022 shall remain in full force and effect.

### AUTHORITY TO EXECUTE

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

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

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

**Alexander Chemical Corporation**

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

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

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

Title: \_\_\_\_\_

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

April 11, 2022

**To:** Board of Public Works and Safety  
**From:** Shannon Marks  
**Subject:** Contract Amendment with Borden Waste-Away Service, Inc.

Attached for the Board's approval and execution is an amendment to the contract with Borden Waste-Away Service, Inc. for solid waste collection services. The amendment increases the compensation rates effective May 1, 2022, and extends the contract term three months through July 31, 2022.

**Suggested Motion:**

Approve and execute the Contract Amendment with Borden Waste-Away Service, Inc. for solid waste collection services.

# CONTRACT AMENDMENT

## Solid Waste Collection Services

THIS CONTRACT AMENDMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Borden Waste-Away Service, Inc.** (“Borden”), whose mailing address is PO Box 1218, Elkhart, IN 46515-1218, 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 Borden entered into a Contract on November 30, 2017 for Solid Waste Collection Services.
- (B) The initial term of the contract ends on April 30, 2022.
- (C) City desires to extend the contract three months, and Borden is willing to continue providing solid waste collection services for this period.
- (D) An adjustment to the contract rate is permitted beginning May 1, 2022 based upon the percentage change of cost for the previous calendar year set forth Consumer Price Index for All Urban Consumers for the Midwest urban area.
- (E) Any modification or amendment to the terms and conditions of the Contract shall 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 Contract, and under the terms, conditions and mutual covenants of this Contract Amendment, the parties agree as follows:

### **Section 1. Term**

The term of the Contract dated November 30, 2017 shall be extended commencing May 1, 2022 through July 31, 2022.

### **Section 2. Compensation**

- (A) **Residential Solid Waste Collection, City Buildings and Facilities Solid Waste Collection and Recycling Services, and Public Trash Receptacles Solid Waste Collection.** Effective May 1, 2022, City shall pay Contractor monthly for Residential Solid Waste Collection, City Buildings and Facilities Solid Waste Collection and Recycling Services, and Public Trash Receptacles Solid Waste Collection based on the rate of Ninety-six and 85/100 Dollars (\$96.85) per ton for the actual number of tons of solid waste

collected and transported to the Elkhart County landfill by Contractor the preceding calendar month.

- (B) **City Projects or Events Solid Waste Collection.** Effective May 1, 2022, City shall pay Contractor monthly for City Projects or Events Solid Waste Collection based on the rate of One Hundred Ninety-nine and 69/100 Dollars (\$199.69) per container with the solid waste collected and transported to the Elkhart County landfill by Contractor the preceding calendar month.

**Section 3. Original Contract**

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

**Section 4. Authority to Execute**

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

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

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

**Borden Waste-Away Service, Inc.**

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

\_\_\_\_\_  
Chris Himes, President

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

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

\_\_\_\_\_  
Barb Swartley, Member

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



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

April 11, 2022

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Amendment to Agreement with Colin Avila d/b/a Yardshark

Attached for the Board's approval and authorization for the Mayor to execute is an amendment to the Agreement with Colin Avila d/b/a Yardshark for lawn mowing and maintenance services. This amendment renews the 2021 Agreement for the 2022 mowing season, adds additional services to be provided to an existing service area, and adds a new location to be provided services. The Goshen Redevelopment Commission will also be presented this amendment for approval.

**Suggested Motion:**

Approve and authorize the Mayor to execute Amendment No. 2 to the Agreement with Colin Avila d/b/a Yardshark for lawn mowing and maintenance services for the 2022 mowing season.

## AMENDMENT NO. 2

### CITY OF GOSHEN LAWN SERVICES

THIS AMENDMENT is entered into on April \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Colin Avila d/b/a Yardshark** (“Contractor”), whose mailing address is PO Box 2101, Michigan City, IN 46361, 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 and Goshen Redevelopment Commission (“City”).

#### RECITALS

- (A) City and Contractor entered into an Agreement on April 26, 2021 for Contractor to provide Lawn Services for certain City of Goshen properties for the 2021 mowing season.
- (B) City wishes to extend the agreement term for the 2022 mowing season, including 2022 fall clean-up, and Contractor is willing to continue providing Lawn Services.
- (C) City wishes to add additional services to an existing Service Area and a new Service Area to the locations covered by the Agreement.
- (D) Any modification or amendment to the terms and conditions of the Agreement shall 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.     **Renewal****

The Agreement for lawn mowing and maintenance services shall be renewed for the 2022 mowing season which shall include 2022 fall clean up.

#### **Section 2.     **Additional Services; Compensation and Payment****

The Agreement shall be amended to include the following additional services:

- (A) Contractor agrees to provide lawn mowing and maintenance services to an additional City property identified as **Service Area 17, River Race Drive/South Second Street Island**, as depicted on the aerial map attached to this Amendment. Exhibit A of the Agreement shall be amended to add Service Area 17. City agrees to compensate Contractor for the satisfactory performance of the lawn mowing and maintenance services for Service Area 17 the lump sum cost for the season of \$1,100.

- (B) Contractor agrees to mow the side slopes and bottom of the stormwater basin as needed to **Service Area 6, East Kercher Road Stormwater Basin**. (This is in addition to mowing the turf area surrounding the stormwater basin.) Exhibit A of the Agreement, Item 18, Additional Requirements/Information for a Specific Service Area, paragraph c, shall be amended to add the additional service to Service Area 6. City agrees to compensate Contractor for mowing the side slopes and bottom of basin a unit cost for each mow of \$225.
- (C) Section 3.2 of the Agreement shall be amended to read as follows and shall incorporate a new Exhibit B which is attached to this Amendment.

3.2 Payment for services rendered shall be upon City's receipt of a detailed invoice from Contractor which may be invoiced no more frequently than monthly for the services performed the previous month.

- (a) For a Service Area in which the price is based on a lump sum cost for season, the monthly cost shall be equal to one-sixth (1/6) of the established price at a Service Area with six (6) monthly invoices beginning in June and ending in November (for services through the end of the season, including fall clean up).
- (b) The invoice for services provided at the Service Areas shaded yellow in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Engineering Department  
204 E. Jefferson Street  
Goshen, IN 46528

Email is also acceptable at [Engineering@goshencity.com](mailto:Engineering@goshencity.com)

- (c) The invoice for services provided at the Service Areas shaded blue in Exhibit B shall be sent to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Redevelopment Commission  
204 E. Jefferson Street  
Goshen, IN 46528

Email is also acceptable at [traceenorton@goshencity.com](mailto:traceenorton@goshencity.com)

### **Section 3. 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 4. 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**

**Colin Avila d/b/a Yardshark**

Goshen Board of Public Works and Safety

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

\_\_\_\_\_  
Colin Avila, Owner

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

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

Goshen Redevelopment Commission

\_\_\_\_\_  
Becky Hutsell  
Redevelopment Director

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

SERVICE AREA 17

RIVER RACE DRIVE/SOUTH SECOND STREET ISLAND



**Exhibit B**

	<b>Location</b>	<b>Basis</b>	<b>Cost</b>	<b>Monthly Cost</b>	<b>Invoice</b>
Service Area 1	Third Street/Madison Street from Main Street to Pike Street (includes Weed Control)	Lump Sum Cost for Season:	\$6,000.00	\$1,000.00	ENG
Service Area 2	City Buildings at 202 South Fifth Street, 203 South Fifth Street, 111 East Jefferson Street, and 204 East Jefferson Street	Lump Sum Cost for Season:	\$4,000.00	\$666.67	ENG
Service Area 3	Goshen Police Training Facility at 713 East Lincoln Avenue	Lump Sum Cost for Season:	\$400.00	\$66.67	ENG
Service Area 4	East Lincoln Avenue Stormwater Basin	Lump Sum Cost for Season:	\$1,500.00	\$250.00	ENG
Service Area 5	300-Block East Wilden Avenue	Lump Sum Cost for Season:	\$2,100.00	\$350.00	ENG
Service Area 6	East Kercher Road Stormwater Basin (turf surrounding basin)	Lump Sum Cost for Season:	\$1,400.00	\$233.33	ENG
Service Area 6	East Kercher Road Stormwater Basin (side slopes and bottom of basin) - SERVICES ADDED 2022 MOWING SEASON	Unit Cost for Each Mow:	\$225.00	NA	ENG
Service Area 7	Southeast Corner of East Kercher Road and Pine Manor Avenue	Lump Sum Cost for Season:	\$250.00	\$41.67	ENG
Service Area 8	West Plymouth Avenue Stormwater Basin	Lump Sum Cost for Season:	\$1,000.00	\$166.67	ENG
Service Area 9	305 East Kercher Road	Lump Sum Cost for Season:	\$500.00	\$83.33	RDV
Service Area 10	300-Block North Main Street	Lump Sum Cost for Season:	\$1,000.00	\$166.67	RDV

**Exhibit B**

	<b>Location</b>	<b>Basis</b>	<b>Cost</b>	<b>Monthly Cost</b>	<b>Invoice</b>
Service Area 11	400-Block South Third Street	Lump Sum Cost for Season:	\$1,000.00	\$166.67	RDV
Service Area 12	217 West Wilden Avenue - <b>SERVICES DISCONTINUED</b> SEPTEMBER 29, 2021	NA	NA	NA	RDV
Service Area 13	600-700 Blocks East Lincoln Avenue	Unit Cost for Each Mow:	\$90.00	NA	RDV
Service Area 13	600-700 Blocks East Lincoln Avenue	Fall Clean Up:	\$100.00	NA	RDV
Service Area 14	Northeast Corner of East Lincoln Avenue and Olive Street	Unit Cost for Each Mow:	\$25.00	NA	ENG
Service Area 14	Northeast Corner of East Lincoln Avenue and Olive Street	Fall Clean Up:	\$40.00	NA	ENG
Service Area 15	901 North Main Street	Unit Cost for Each Mow:	\$50.00	NA	ENG
Service Area 15	901 North Main Street	Fall Clean Up:	\$50.00	NA	ENG
Service Area 16	300-Block West Wilden Avenue - <b>SERVICES ADDED JUNE 30,</b> 2021	Unit Cost for Each Mow:	\$250.00	NA	ENG
Service Area 16	300-Block West Wilden Avenue - <b>SERVICES ADDED JUNE 30,</b> 2021	Fall Clean Up:	\$250.00	NA	ENG
Service Area 17	River Race Drive/South Second Street Island - <b>SERVICES</b> <b>ADDED 2022 MOWING SEASON</b>	Lump Sum Cost for Season:	\$1,100.00	\$183.33	RDV



**CITY OF GOSHEN LEGAL DEPARTMENT**

City Annex  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528-3405

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

April 11, 2022

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Acceptance of Easement from Lippert Components Manufacturing, Inc.

It is recommended that the Board accept the attached Easement from Lippert Components Manufacturing, Inc., and authorize the Mayor to execute the Acceptance. This easement is for Goshen City utility purposes at 2703 College Avenue.

**Suggested Motion:**

Move to accept the Easement for Goshen City utility purposes from Lippert Components Manufacturing, Inc., and authorize the Mayor to execute the Acceptance.

## EASEMENT

**Lippert Components Manufacturing, Inc.** ("Grantor"), grants to the **City of Goshen, Indiana** ("City"), a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1.00) and other good and valuable consideration, a permanent utility easement and temporary construction easements on the real estate (collectively "Easement") situated in Elkhart County, State of Indiana, as more particularly described on the attached Exhibit A and as depicted upon the drawing attached as Exhibit B.

The Easement is part of the real estate more commonly known as 2703 College Avenue, Goshen, Indiana, and part of Parcel Number 20-11-14-477-001.000-015. Grantor obtained title to the real estate by Warranty Deed dated December 19, 2005 and recorded December 21, 2005 in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2005-40199.

The Easement is granted to City for Goshen City utilities.

Grantor grants City access to the Easement for the purposes of installing, operating and maintaining the Goshen City utilities within the Easement.

City shall restore the surface of the Easement after the construction or any subsequent entry to as good as or better condition than it was prior to the construction or subsequent entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The temporary construction easements shall terminate, become void and revert to the Grantor or the Grantor's successor(s) in title two (2) years after the execution of this document by Grantor.

The terms of this Easement shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned executing this Easement represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement have been taken.



## EXHIBIT A (pg. 1 of 2)

PREPARED BY ABONMARCHE CONSULTANTS FOR THE CITY OF GOSHEN, INDIANA

PART OF INSTRUMENT #2005-40199 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA  
LIPPERT COMPONENTS MANUFACTURING, INC.  
2703 COLLEGE AVENUE, GOSHEN, INDIANA

### EASEMENT #1 - TEMPORARY

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 57 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 865.70 FEET; THENCE NORTH 01 DEGREE 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE (ALSO KNOWN AS COUNTY ROAD #36); THENCE CONTINUING NORTH 01 DEGREE 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 35.00 FEET TO THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 62.00 FEET; THENCE NORTH 79 DEGREES 42 MINUTES 45 SECONDS EAST, A DISTANCE OF 65.94 FEET TO A POINT ON THE EAST BANK OF THE HORN DITCH; THENCE NORTH 17 DEGREES 29 MINUTES 27 SECONDS WEST ALONG SAID EAST BANK, A DISTANCE OF 33.41 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 136.12 FEET; THENCE SOUTH 01 DEGREE 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 45.00 FEET TO THE AFOREMENTIONED **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINING 5433 SQUARE FEET, MORE OR LESS. ABOVE DESCRIBED BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

### EASEMENT #2 – PERMANENT

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 57 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 865.70 FEET; THENCE NORTH 01 DEGREE 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE (ALSO KNOWN AS COUNTY ROAD #36) AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE SOUTH 89 DEGREES 57 MINUTES



## EXHIBIT A (pg. 2 of 2)

33 SECONDS WEST, PARALLEL WITH SAID SOUTH LINE AND BEING ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 112.50 FEET TO A POINT ON THE EAST BANK OF HORN DITCH; THENCE NORTH 17 DEGREES 29 MINUTES 27 SECONDS WEST ALONG SAID EAST BANK, A DISTANCE OF 50.00 FEET; THENCE SOUTH 79 DEGREES 42 MINUTES 45 SECONDS EAST, A DISTANCE OF 65.94 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 33 SECONDS EAST PARALLEL WITH SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 62.00 FEET; THENCE SOUTH 01 DEGREE 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 35.00 FEET TO THE AFOREMENTIONED **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINING 4512 SQUARE FEET, MORE OR LESS. ABOVE DESCRIBED BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

### EASEMENT #3 - TEMPORARY

A PART OF THE SOUTHEAST QUARTER OF SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 14; THENCE SOUTH 88 DEGREES 57 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER (SE1/4), A DISTANCE OF 865.70 FEET; THENCE NORTH 01 DEGREE 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT LOCATED ON THE NORTH RIGHT-OF-WAY LINE OF COLLEGE AVENUE (ALSO KNOWN AS COUNTY ROAD #36) AND THE **POINT OF BEGINNING** OF THIS DESCRIPTION; THENCE CONTINUING NORTH 01 DEGREE 02 MINUTES 27 SECONDS WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 88 DEGREES 57 MINUTES 33 SECONDS EAST, PARALLEL WITH SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 125.00 FEET; THENCE SOUTH 01 DEGREE 02 MINUTES 27 SECONDS EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 88 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 125.00 FEET TO THE AFOREMENTIONED **POINT OF BEGINNING**.

ABOVE DESCRIBED CONTAINING 1325 SQUARE FEET, MORE OR LESS. ABOVE DESCRIBED BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

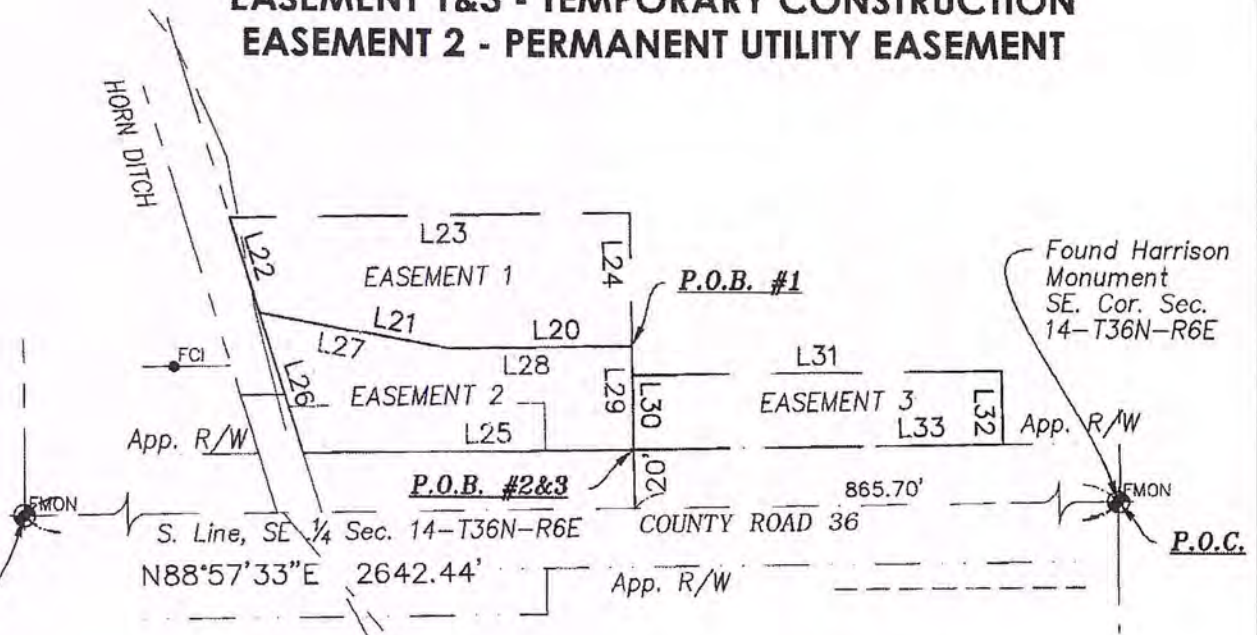
THESE DESCRIPTIONS WERE PREPARED FOR THE CITY OF GOSHEN, INDIANA, BY DUANE M. MAST, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20400047, ON THE 11<sup>TH</sup> DAY OF JANUARY, 2019.

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DUANE M. MAST, P.S. DATE: JANUARY 11, 2019

# EXHIBIT B

## EASEMENT 1&3 - TEMPORARY CONSTRUCTION EASEMENT 2 - PERMANENT UTILITY EASEMENT

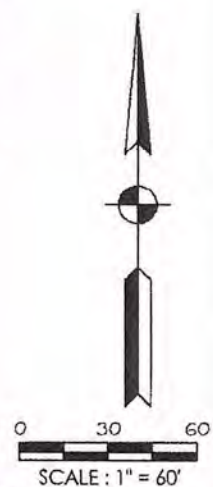


Found Harrison Monument  
S. 1/4 Cor. Sec.  
14-T36N-R6E

LINE DATA TABLE		
LINE #	LENGTH	BEARING
L20	62.00'	S88°57'33"W
L21	65.94'	N79°42'45"W
L22	33.41'	N17°29'27"W
L23	136.12'	N88°57'33"E
L24	45.00'	S1°02'27"E

LINE DATA TABLE		
LINE #	LENGTH	BEARING
L30	25.00'	N1°02'27"W
L31	125.00'	N88°57'33"E
L32	25.00'	S1°02'27"E
L33	125.00'	S88°57'33"W

LINE DATA TABLE		
LINE #	LENGTH	BEARING
L25	112.50'	S88°57'33"W
L26	50.00'	N17°29'27"W
L27	65.94'	S79°42'45"E
L28	62.00'	N88°57'33"E
L29	35.00'	S1°02'27"E



### City of Goshen Starcraft Lift Station

SECTION 14, TOWNSHIP 36 NORTH, RANGE 6 EAST,  
ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

## ABONMARCHE

750 Lincoln Way East  
South Bend, IN. 46601  
T 574.232.8700  
F 574.251.4440  
abonmarche.com

Battle Creek  
Benton Harbor  
Manistee  
South Haven  
Goshen  
Hobart  
Lafayette  
South Bend  
Valparaiso

engineering · architecture · land surveying

DRAWN BY: EKD  
DATE: 01-11-19 ACI JOB #: 18-1894 SH: 1 of 1  
COPYRIGHT 2019 - ABONMARCHE CONSULTANTS, INC.

O:\Projects\2018\18-1894 City of Goshen Starcraft Lift Station\CAD\_C\18-1894 EASEMENTS.dwg, 2, 1/11/2019 5:26:11 PM, dnanst, 1:1

**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Lippert Components Manufacturing, Inc. and accepts the Easement pursuant to the terms and conditions on \_\_\_\_\_, 20\_\_\_\_\_.

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 20\_\_\_\_\_, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

(SEAL)

\_\_\_\_\_  
Shannon Marks, Notary Public  
Resident of Elkhart County  
My commission expires May 17, 2024  
Commission number: 0685467

Prepared by James W. Kolbus, Goshen Assistant City Attorney, Attorney No. 5494-20, 118 North Main Street, Goshen, Indiana 46526, (574) 533-3181.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (James W. Kolbus).



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: City of Goshen Engineering Department

RE: **DIRECT LINE COMMUNICATIONS, INC. LANE RESTRICTION ON COLLEGE AVENUE AT SPRING BROOKE DRIVE**

DATE: April 11, 2022

---

Direct Line Communications, Inc. is requesting permission to work within the west bound lane on College Avenue to repair a sinkhole located on the NE corner of College Avenue and Spring Brooke Drive. The restriction will begin after the peak morning traffic and before the peak afternoon traffic. Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

**Requested Motion: Approve lane restriction on College Avenue, beginning April 12 thru April 13, 2022.**

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

---

Jeremy Stutsman, Mayor

---

Mary Nichols, Member

---

Michael Landis, Member

---

DeWayne Riouse, Member

---

Barb Swartley, Member

**ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY**

**NOTICE OF CONTINUED HEARING**

February 28, 2022

To: Jeanne Brunk  
4442 Stribling Drive  
Bealeton, VA 22712

William Davis  
Davis & Roose  
116 East Clinton Street.  
Goshen, IN 46528-3204

RE: 1001 South 8<sup>th</sup> Street

The compliance hearing scheduled for Monday, March 7, 2022 will be continued until Monday, **April 11, 2022 at 2:00 p.m.** for the purpose of determining further compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



---

Carla Newcomer, Paralegal  
City of Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, Indiana 46528

Cc: Travis Eash  
Myron Grise

Exhibit #1

Project Plan for 1001 S. 8th St., Goshen, IN		Aug 21	Sep 21	Oct 21	Nov 21	Dec 21	Jan 22	Feb 22	
Sort & remove belongings		[Green bar]						[Hatched bar]	
Transfer ownership by sale						[Yellow bar]		[Hatched bar]	
Repair roof									
	Get estimates	[Green bar]							
	Front entry		[Green bar]	[Hatched bar]					
	Bay window roof			[Green bar]	[Hatched bar]				
	Loose shingles			[Green bar]	[Hatched bar]				
	Rear flat roof sealed			[Green bar]	[Hatched bar]				
Repair front entry									
	Get estimates	[Green bar]							
	Ceiling			[Green bar]	[Hatched bar]				
	Floor			[Green bar]	[Hatched bar]				
	Walls			[Green bar]	[Hatched bar]				
	Closet			[Green bar]	[Hatched bar]				
Repair water pipe leaks									
	Get estimates	[Green bar]	[Hatched bar]						
	Turn water on		[Hatched bar]	[Hatched bar]					
	Repair leaks		[Green bar]	[Green bar]	[Green bar]	[Green bar]	[Hatched bar]	[Hatched bar]	
	Replace 2 toilets		[Green bar]	[Hatched bar]	[Hatched bar]				
Repair heating									
	Get estimates	[Green bar]	[Hatched bar]						
	Find & repair leaks			[Green bar]	[Green bar]	[Green bar]	[Hatched bar]	[Hatched bar]	
	Fix boiler if needed			[Green bar]	[Green bar]	[Green bar]	[Hatched bar]	[Hatched bar]	
	Reactivate system				[Green bar]	[Green bar]	[Hatched bar]	[Hatched bar]	
Walls									
	Scrape peeling paint						[Orange bar]	[Orange bar]	
	Patch cracked plaster						[Orange bar]	[Orange bar]	
Correct electric wiring problem noted by inspector May '21					[Green bar]	[Green bar]	[Orange bar]	[Orange bar]	
Fill in foundation gaps					[Green bar]	[Green bar]	[Orange bar]	[Orange bar]	
Key:									
[Green box]	Current owner								
[Orange box]	Future owner								
[Yellow box]	Current/future owners								
[Hatched box]	Contingency for possible delays due to weather, COVID-19, material or labor shortages/delays, illness, or other critical issues								

Exhibit #2

**Bill Davis**

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**From:** jnefam1@verizon.net  
**Sent:** Wednesday, September 8, 2021 9:32 AM  
**To:** jwdavis@davisroose.com  
**Subject:** Fwd: house in Goshen

Other estimate.

-----Original Message-----

**From:** Graber Custom <info@grabercustomremodeling.com>  
**To:** jnefam1@verizon.net  
**Sent:** Mon, Aug 16, 2021 10:22 am  
**Subject:** house in Goshen

Jeanna Here is my best guess to do the work to be done. Fix roof leak, put back up porch ceiling and replacing floor by front door. That would also include ceiling repairs as needed and walls that got damaged from water.

door \$6211.00	If you have questions about quote please call, texts, or email	The cost for porch \$700.00	Roof \$3595.00	Foyer and front
596 1657			Thank you Stan	Cell 576

Exhibit 3

Nichols Roofing Inc

24540 County Road 36  
Goshen, IN 46526

574-875-7100

nicholsroofinginc@gmail.com

nicholsroofinginc.com

# Estimate

Date	Estimate #
8/13/2021	977

Name / Address
Jeanne Brunk 4442 Stribling Dr Bealeton, Va 22712

Project
1001 S 8th St

Description	Qty	Rate	Total
Replace rubber roof and bottom courses of shingles. \$640 Replace rubber roof that is rotten along bottom. \$440 Caulk exposed screws. \$40 Replace missing shingles. \$375		1,495.00	1,495.00
<b>Total</b>			\$1,495.00



Bills Heating Inc. will supply materials and labor to complete the following project.

**Plumbing Estimate**

- Install a new PEX main water line after the meter and connect to existing supply lines in the basement. We will replace the galvanized water lines located in the basement area with PEX piping and fittings. Doesn't include opening of walls, floors, ceilings to replace water lines, not part of this estimate.
- Install 2 new toilets, Gerber Viper, Round front toilets, standard height in white. Attach to existing water lines and closet flange. If closet flanges need replaced or repaired that would be an extra charge, not part of this estimate.
- Install 2 new Lavatory faucets, Gerber, 2 handle faucet in chrome. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new Stainless Steel kitchen sink and faucet, connect to existing water lines and drain. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install new washing machine shutoffs. If water or drain lines need replaced that would be extra, not part of this estimate.
- Install a new outside freeze less faucet. Connect to existing water line. If water lines need replaced that would be extra, not part of this estimate.
- Install new chrome stops and escutcheons for the toilets, faucets, and kitchen sink.
- Run system to confirm we have no leaks, and that the system is working properly.
- This estimate doesn't include any demo work.
- This estimate is a rough cost for the plumbing repairs that we found during our walk through on 8-14-21. Work will be completed at a time and material rate while doing our best to communicate the changes in cost along the way.

Total Cost \$5,424.00

Thank you.

exhibit 5



Bill's Heating, Inc.  
 803 Linway Drive  
 Goshen, IN 46526  
 574-533-2079  
 574-533-4373

# Estimate

Date	Estimate #
9/17/2021	66712

Bill To Address	Job Location	Customer Phone: 315 857-7538
BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	BRUNK 1001 S 8TH STREET GOSHEN, IN 46526	

Description	
<ul style="list-style-type: none"> <li>- Remove the existing hot water boiler and replace it with a new properly sized cast iron boiler.</li> <li>- New fill valve, back flow preventer, air separator, isolation valves and expansion tank.</li> <li>- New Honeywell electronic thermostat.</li> <li>- Install approximately 150' of new fin tube baseboard radiation.</li> <li>- Install new supply and return piping from the boiler to the new radiation.</li> <li>- New chimney liner installed inside the existing flue sized for the boiler.</li> <li>- Material, sales tax and labor.</li>   <li>- The above work will be billed as time and materials.</li>   <li>- A rough estimate for the work is \$27,576.00</li> </ul>	

Thank you!			
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**IMPORTANT TERMS AND CONDITIONS**

All material is guaranteed to be as specified. All work to be completed in a professional manner to standard practices and building code in effect at the time of the work. Any alternative or deviation from the above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays that are beyond our control. The Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance. We may withdraw this proposal if not accepted within 30 days. This proposal does not include any building permits or processing fees. Terms: .

Management Approval: <i>Ben Rast</i>	Date: 9-18-21
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**ACCEPTANCE OF PROPOSAL:**  
 By signing this proposal the undersigned hereby accepts this proposal and the same is deemed a valid contract. The undersigned further agrees that the above prices, specifications, and conditions are satisfactory and are hereby accepted. The undersigned further authorizes Bill's Heating, Inc. to do work as specified above. Payment is to be made as outlined above. If payment is not made by the undersigned as stated above, then the undersigned will be in default. The undersigned further agrees that in the event that the undersigned is deemed in default and this matter is placed with an attorney or collection agency for collection, the undersigned agrees to pay all collection costs, including reasonable attorney and other agency fees. In addition, the undersigned agrees to pay a 1 1/2 % service charge per month (or the maximum allowed by law) on any unpaid balances to be in default and/or turned over for collection.

Client Authorization:	Date:
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