



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., April 25, 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: April 18, 2022

Approval of Agenda

1) OPEN BIDS:

- College Avenue Bridge #410 Utility Relocations
- Demolition of 414 River Avenue

2) Police Department: Request for temporary road closure for the 100 block of East Jefferson on May 15, 2022 for a ceremony in observance of National Police Week

3) Resident request: Street closure; Spring Brooke on June 18, 2022

4) Legal Department: Contract with Kemira Water Solutions, Inc. for the purchase of Ferric Chloride for the Waste Water Treatment Plant

5) Legal Department: Agreement with Traffic Control Specialists, Inc. for road striping

6) Planning & Zoning Department: Westoria Eighth PUD - Acceptance of Plat

7) Water & Sewer Department: Request for a partial closure of Emerson Street on April 26, 2022

8) Water & Sewer Department: Request for relief from sewer charge for 528 Alfalfa Street

9) Building Department: Electrical license request for Elton M. Weaver



10) Building Department: Mechanical license for Kenneth R. Kerr

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE APRIL 18, 2022 REGULAR MEETING

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

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

Absent: None

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Minutes of the April 11, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mike Landis. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the agenda with an amendment to add a new agenda item #5, *Open bid for Genesis Products Plant 10 – Kercher Road Crossing*. Board member Swartley moved to approve the agenda as amended. Board member Landis seconded the motion. Motion passed 5-0.

1) Police Department: Hiring and swearing in of Eduardo Osoria as a probationary patrol officer
Goshen Police Chief José Miller asked the Board to approve the hiring of Eduardo Osoria for the position of probationary patrol officer effective today, April 18, 2022. Chief Miller said Officer Osoria has passed all exams and has been approved by both the local and State pension boards. He said Officer Osoria will be a welcome addition to the Goshen Police Department.
Swartley/Landis moved to approve the hiring of Eduardo Osoria for the position of probationary patrol officer effective today, April 18, 2022. Motion passed 5-0. The Mayor then swore Officer Osoria into office.

2) Police Department: Hiring and swearing in of Huntley Davis as a probationary patrol officer
Goshen Police Chief José Miller asked the Board to approve the hiring of Huntley Davis for the position of probationary patrol officer effective today, April 18, 2022. Chief Miller said Officer Davis has passed all exams and has been approved by both the local and State pension boards. He said Officer Davis will be a welcome addition to the Goshen Police Department.
Swartley/Landis moved to approve the hiring of Huntley Davis for the position of probationary patrol officer effective today, April 18, 2022. Motion passed 5-0. Mayor Stutsman then swore Officer Davis into office.

3) Police Department: Hiring and swearing in of Tanner Warlick as a probationary patrol officer
Goshen Police Chief José Miller asked the Board to approve the hiring of Tanner Warlick for the position of probationary patrol officer effective today, April 18, 2022. Chief Miller said Officer Warlick has passed all exams and has been approved by both the local and State pension boards. He said Officer Warlick will be a welcome addition to the Goshen Police Department.



Swartley/Landis moved to approve the hiring of Tanner Warlick for the position of probationary patrol officer effective today, April 18, 2022. Motion passed 5-0. Mayor Stutsman then swore Officer Warlick into office.

4) Police Department: Hiring and swearing in of Max Harmon as a probationary patrol officer

Goshen Police Chief José Miller asked the Board to approve the hiring of Max Harmon for the position of probationary patrol officer effective today, April 18, 2022. Chief Miller said Officer Harmon has passed all exams and has been approved by both the local and State pension boards. He said Officer Harmon will be a welcome addition to the Goshen Police Department.

Swartley/Landis moved to approve the hiring of Max Harmon for the position of probationary patrol officer effective today, April 18, 2022. Motion passed 5-0. Mayor Stutsman then swore Officer Harmon into office.

5) Open Bid for Redevelopment Commission: Genesis Products Plant 10 – Kercher Road Crossing

Mayor Stutsman opened the only bid received for the Genesis Products Plant 10 – Kercher Road Crossing project by the bid deadline of 1:45 p.m. on April 18, 2022. The bid was from Niblock Excavating of Bristol, Indiana. Niblock's base bid was \$275,016.00.

Mayor Stutsman/Landis moved to refer the bid to the Redevelopment Commission, Motion passed 5-0.

6) AWARD BIDS: Award bids for City of Goshen surplus vehicles and equipment sales

City Clerk-Treasurer Richard R. Aguirre asked the Board to award to the highest qualified bidders the 31 Lots of Surplus Vehicles and Equipment made available to the public via sealed in March-April 2022 and, on behalf of the City of Goshen, authorize the Clerk-Treasurer to sign the bills of sale for the vehicles and equipment and transfer the titles to the new owners.

Background: On March 21, 2022, the Board of Works & Safety passed and adopted Resolution 2022-09, Declaring Surplus and Authorizing the Disposal of Personal Property. Resolution 2022-09 declared the property, primarily motor vehicles, as surplus and authorized its disposal in accordance with the provisions of Indiana Code § 5-22-22-5 by selling the property by sealed bids, with advertising.

Having been declared as surplus property, City staff initiated the sealed bid process for the following 31 motor vehicles and pieces of equipment: 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.

Sealed bids for the surplus property were accepted at the Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528, until 1:45 p.m. (local time) on April 11, 2022.

Aguirre said that at 2:16 p.m. on April 11, 2022, the bids were unsealed during a meeting of the Board of Works & Safety and read aloud by Mayor Jeremy Stutsman. There were a total of 685 bids by 152 bidders.

Aguirre said that attached to this memorandum was a list of the 31 Lots and the high bidders for each lot.



The Clerk-Treasurer's Office has been notifying the highest bidders to confirm that they plan to pay for the vehicles and equipment. If the listed highest bidder is unwilling or unable to complete the sale, the designated lot will go to the next highest bidder. **Aguirre** said if the Board approves the suggested motion, the Clerk-Treasurer's Office will officially notify the highest bidders on Tuesday, April 19, 2022, so that the winners can pay for and retrieve their vehicles and equipment, starting later this week. The following were the highest bidders for each item:

Troy Eichelberger	1	\$3,800.00
Rafael Vargas	2	\$2,100.00
Dale B. Colville	3	\$2,317.80
Raines Auto Sales	4	\$2,000.00
Rafael Vargas	5	\$3,000.00
Brandon Smith	6	\$3,300.00
Amy Strycker	7	\$2,500.00
Dale B. Colville	8	\$2,081.80
Raines Auto Sales	9	\$1,350.00
Thomas Whitaker	10	\$10,151.00
Raines Auto Sales	11	\$1,500.00
James Hill	12	\$2,512.00
Michiana Lawn Equipment	13	\$2,150.00
Brandon Smith	14	\$1,750.00
Dale B. Colville	15	\$2,388.80
Austin Murphy	16	\$2,511.01
Danny Meyer	17	\$10,001.00
Justin Hartgrove	18	\$10,333.00
Antonio Rameriz	19	\$6,643.00
Judy Weaver	20	\$4,492.00
Sheldon Koehn	21	\$5,252.00
Michael Partin	22	\$4,801.00
Randy Paredes	23	\$2,495.00
Chris Dennig	24	\$4,500.00
Kris Green	25	\$674.00
David Willig	26	\$510.00
Bristol, Town of	27	\$450.00
Sam Bretchneider	28	\$7,615.00
Antonio Rameriz	29	\$321.00
John Coleman	30	\$1,219.74
Kelly Cupp	31	\$310.00



Swartley/Landis moved to award to the highest qualified bidders the 31 Lots of Surplus Vehicles and Equipment made available to the public via sealed in March-April 2022 and, on behalf of the City of Goshen, authorize the Clerk-Treasurer to sign the bills of sale for the vehicles and equipment and transfer the titles to the new owners. Mayor Stutsman said he will ask the City Council to put the proceeds from the sales into a Board of Works budget line for future equipment purchases. Motion passed 5-0.

6) Alley closure: Goshen Theater request for partial closure of two alleys for repair work

Jerry Peters, the Technical Director of the Goshen Theater, asked for the temporarily closure of the alleys to the east and south of the Goshen Theater during the week of June 6-10, 2022.

In his written request, Peters indicated that a contractor will be restoring the high brick work on the theater's fly tower (east wall) and along the top of the south wall. The closure would be daytime only (7 a.m.-4 p.m.) and (for the east alley) only for the portion of alley from the north wall of its building to the south wall of its building (i.e. not the section that joins the parking lot between Electric Brew and Janus.) The alley to the south of the theater will be used to store the construction equipment during the construction time frame. As long as the work is not physically happening in the south alley, that alley could be open to pedestrian traffic. The theater would close the south alley to pedestrian traffic if work is occurring. NIPSCO has already been contacted to secure the power lines for the duration of the work.

Swartley/Landis moved to approve the closure of two alleys adjacent to the Goshen Theater, June 6-10, during daytime hours (7 a.m. to 4 p.m.) as requested and with any conditions requested by City staff. Mayor Stutsman requested that the north-south alley be kept open if there was no work happening so that trucks can pass through. Motion passed 5-0.

7) Parking lot use: Interra Credit Union request to use city parking lot for "Shred-It Days" event

Megan Simpson, the Community and Communications Specialist with Interra Credit Union, asked the Board to allow use of the City parking lot adjacent to the Powerhouse for "Shred-It Days" staging and the event from 7:30 a.m. to 4:30 p.m. on Friday, May 20, 2022 and 7:30 a.m. to noon on Saturday, May 21 and for the use of barricades from the City Street Department.

In her written request to the Board, Simpson indicated that "Shred-It Days" is a popular annual event that seeks to encourage ID theft prevention and recycling. Interra brings in Mountain High Shredding's mobile truck/shredder. Interra staff members will be present and involved – unloading, weighing, etc. Interra pays for the first 50 pounds, with a nominal fee charged thereafter. There will be directional signage to ensure the orderly entrance into and exit from the parking lot. As an example of the popularity, the total in 2021 collected was almost 20,000 pounds.

Mayor Stutsman said this is a long-time event that has been going very well.

Swartley/Landis moved to allow Interra Credit Union to use the City parking lot adjacent to the Powerhouse for "Shred-It Days" staging and the event from 7:30 a.m. to 4:30 p.m. on Friday, May 20, 2022 and 7:30 a.m. to noon on Saturday, May 21 and for the use of barricades from the City Street Department. Motion passed 5-0.

8) Parking space closure: Eyedart Creative Studio request for First Friday food trucks parking

Adrienne Nesbit, Director of Events for Eyedart Creative Studio, asked the Board to approve the closure of eight City parking spaces directly in front of 234 South Main Street, from the corner to the north, to allow the placement of food trucks for First Friday, May 6, 2022, from 4-10 p.m.



In her written request, Nesbitt indicated that the parking space closure will be during hours when most of the businesses in the surrounding areas are closed. She said she did contact the Chamber of Commerce to let staff know about the request. She said no barricades are needed; just the no parking signs.

Swartley/Landis moved to approve the closure of eight City parking spaces directly in front of 234 South Main Street, from the corner to the north, to allow the placement of food trucks for First Friday, May 6, 2022, from 4-10 p.m. Motion passed 5-0.

9) Legal Department: Agreement with Abonmarche Consultants, Inc. for the City Strategic Growth Plan
Brandy Henderson, a paralegal with the City Legal Department, asked the Board to approve, and authorize Mayor Stutsman to execute, an agreement with Abonmarche Consultants, Inc. for services regarding the City of Goshen's Strategic Growth Plan, with a total cost of \$99,000.

Henderson said the study will have phases: Phase 1, Engagement and Assessment, lump sum of \$50,000; Phase 2, Market Analysis, lump sum of \$29,000; and Phase 3, Development Strategy, lump sum of \$20,000.

Mayor Stutsman said he and **Deputy Mayor Mark Brinson** have been developing this concept and proposal for nearly a year. He said the City has done an excellent job with infill development and needs planning assistance to continue planning for future growth. He said experts from Ball State University will be engaged in this project. Asked by **Board member Landis** if the consultants will provide objective reasoning about whether the City should continue to grow, **Mayor Stutsman** said it will be an inclusive study with analysis of subjective issues and public hearings. According to a Scope of Work proposal by Abonmarche, the objectives of the plan are to: 1. To assess Goshen's current situation and potential opportunities related to growth and development through a review of existing conditions and a series of community engagement activities designed to determine general attitudes and perceptions about growth and development, but also, as needed, more targeted feedback to help guide specific strategies; 2. To provide technical analysis that will quantify the land area required to support the continued growth and development of the city; identify priority areas for future growth and the land uses that are the best fit for these areas; and 3. To recommend policies informed by the engagement activities and analysis which will promote the physical development of the community in a coordinated and consistent manner that improves the quality-of-life of Goshen residents. According to the proposal, a Steering Committee will be established to help review, finalize, and execute the engagement strategies, but also to provide guidance and feedback throughout the process. The Mayor will appoint a Steering Committee with broad expertise. In addition, a minimum of three community meetings will be used to share information, spark discussion, and seek input about where Goshen is now and where it could go next within the context of growth and development.

Swartley/Landis moved to approve and authorize Mayor Stutsman to execute, an agreement with Abonmarche Consultants, Inc. for services with Abonmarche regarding the City of Goshen's Strategic Growth Plan with a total cost of \$99,000. Motion passed 5-0.

10) Legal Department: Agreement with Vander Wey & Sons for repair of the City Hall vault

Carla Newcomer a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Vander Wey & Sons Masons for the repair of the vault at City Hall. Newcomer said Vander Wey & Sons, which is based in Goshen, will be paid \$42,720 for labor and materials and all work will be completed by Sept. 1, 2022.



According to the agreement, the company will: (A) Remove the existing steps and stoop; (B) Block in opening and fill cavity; (C) Install concrete base to reset steps and stoop; (D) Replace deteriorated steps; (E) Install limestone panels and coping in window openings to match existing limestone; and (F) Reset handrails. The City will pay Vander Wey & Sons a lump sum of \$21,750 for this work, \$17,480 for materials and \$3,490 for equipment.

Swartley/Landis moved to approve and execute the agreement with Vander Wey & Sons Masons for the repair of the vault at City Hall. Motion passed 5-0.

11) Water & Sewer Office: Approval of unpaid final accounts (Kelly Saenz)

Goshen Water & Sewer Office Manager Kelly Saenz asked the Board to move the office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Saenz reported that the original amount of unpaid final Water/Sewer accounts for this period, through Jan. 6, 2022, was \$3,413.90. Collection letters were sent out and payments of \$1,006.33 had been collected. The uncollected amount equals \$2,407.57

Swartley/Landis moved to approve the Goshen Water and Sewer Office's request to move the uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 5-0.

12) Engineering Department: Approve change order, extending the completion date to June 1, 2022, for the 16th Street reconstruction (JN: 2020-0038)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Change Order No. 1 to extend the completion date to June 1, 2022 for the 16th Street reconstruction (JN: 2020-0038).

Sailor said Niblock Excavating, Inc. has provided the City a letter with a revised completion date of June 1, 2022. The original substantial completion date of October 15, 2021, will be extended due to delays from existing utility relocations during the project (NIPSCO) and the poor weather conditions during the fall not allowing the proper application of an interior epoxy coating to storm structures. The City Engineering Department determined that the epoxy coating should be delayed until weather conditions would be within the manufacturer's suggested tolerances.

Swartley/Landis moved to approve Change Order No. 1 to extend the completion date to June 1, 2022 for the 16th Street reconstruction (JN: 2020-0038). Motion passed 5-0.

13) Engineering Department: Accept letter of credit for \$588,180 as performance surety for completion of public infrastructure within Westoria Subdivision Phase 8

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept the Letter of Credit for \$588,180.00 as a performance surety for the completion of public infrastructure within Westoria Subdivision Phase 8. Sailor said Windshire Corp has provided a Letter of Credit as performance surety for the completion of public water main, sanitary sewer, storm sewer, roadway, and street lighting within the Westoria Subdivision Phase 8 expansion. The amount of \$588,180.00 of credit extended to the City represents estimated total costs for construction of the public infrastructure. The Letter of Credit expires on March 28, 2023.

Swartley/Landis moved to accept the Letter of Credit in the amount of \$588,180.00 as performance surety for the completion of public infrastructure within Westoria Subdivision Phase 8. Motion passed 5-0.

14) Engineering Department: Approve and ratify the execution of the INDOT-LPA agreement for the design phase (PE) of the College Avenue Phase II project (JN: 2021-0017)



City Engineer Josh Corwin asked the Board to approve and ratify the execution of the Indiana Department of Transportation-Local Public Agency (INDOT-LPA) agreement for the design phase (PE) of the College Avenue Phase II project.

Corwin said in March, the City Redevelopment Commission approved an agreement with Structurepoint for the design phase (PE) of the College Avenue Phase II LPA project. In order to meet the deadline to appropriate funds before the end of the fiscal year, INDOT asked that the City expedite execution of the subsequent INDOT-LPA Agreement. This is a standard agreement for LPA projects that outlines the relationship, roles, and responsibilities of INDOT and the City of Goshen (LPA) for this phase of the project. As the only pre-approved representative for the City of Goshen, Mayor Stutsman signed the agreement to allow INDOT to appropriate their portion of the project funds (80%). Corwin asked that the Board approve and ratify the execution of the INDOT-LPA Agreement for the design phase (PE) of the College Avenue Phase II project.

Swartley/Landis moved to approve and ratify the execution of the INDOT-LPA agreement for the design phase (PE) of the College Avenue Phase II project. Motion passed 5-0.

15) Engineering Department: Approve change order for Madison Street & College Avenue Reconstruction (JN: 2021-0016)

City Engineer Josh Corwin asked the Board to approve Change Order No. 1 in the amount of \$3,619.00, which is a 0.62% increase, to allow Niblock to complete the above work and generate a line item for the signal loop replacement for the Madison Street & College Avenue Reconstruction.

Corwin said that during the pre-construction meeting for the Madison Street and College Avenue Reconstruction Project, Niblock was informed that the City was extending the limits of milling and paving to include the eastern portion of the intersection of SR15 and Madison Street. Doing this will impact the existing signal loops. The contract has a lump sum line item for signal loops, but did not include the above mentioned at the time of bid. Because of this, Engineering submitted this request for change order to generate a line item for the signal loop replacement at the SR 15 and Madison Street intersection. The approval of Change Order No.1 is for \$3,619.00, which raises the total project cost to \$589,354.50 and is a 0.62% increase

Swartley/Landis moved to approve Change Order No. 1 in the amount of \$3,619.00, which is a 0.62% increase, to allow Niblock to complete the above work and generate a line item for the signal loop replacement. Motion passed 5-0.

16) Engineering Department: Approve a materials variance allowing a non-hard surface material for the new recycling drop-off site on Indiana Avenue (JN: 2021-0035)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve a materials variance allowing a non-hard surface material (limestone or recycled asphalt millings) for the lane and the new recycling drop-off site on Indiana Avenue.

Sailor said the City Engineering Department is requesting a materials variance for the new recycling drop-off site on Indiana Avenue, between Chicago Avenue and Wilden Avenue. The proposed plan would specify a concrete approach off of Indiana Avenue with a compacted limestone or recycled asphalt milling surface for the remaining drive lane and recycling bin location. The non-hard surface area will be maintained by the City of Goshen.



The site meets the Design Standards and Specifications for Parking and Driveway Surfaces variance requirements as stated below: 3(a) the parking area is used for non-residential purposes and is infrequently used. The property is currently Zoned R-1 with no homes or businesses directly adjacent to the property. Wilden Avenue abuts the north side, railroad tracks abuts the south side, the cemetery abuts the east side and Indiana Ave. abuts the west side of the property. West of Indiana Avenue is the Wastewater Treatment Plant Zoned M-2. An earthen mound will be constructed along the east side and plantings along the west side to provide a wind break and obscure the bins from view. The concrete approach has been extended beyond the right of way and slopes towards the proposed retention basin to minimize issues along Indiana Avenue, including tracking of materials onto Indiana Avenue.

Mayor Stutsman said Goshen once had five recycling sites in Goshen, but Elkhart County cut funding, so now there are only two sites. He said the City was seeking to open this better recycling site, but it's not known if this will be a permanent location so that's why gravel will be used. **Asked by Board member Landis** if the drop-off location will occupy most of the site, **Sailor** said it will only occupy a small portion, with room for 10 drop-off containers. **Board member Swartley** said a paved surface would be better, but she understands why the City is opting for gravel.

Mayor Stutsman said the site will have lighting to discourage the dumping of trash.

Swartley/Landis moved to approve a materials variance allowing a non-hard surface material (limestone or recycled asphalt millings) for the lane and new Indiana Avenue recycling drop-off site. Motion passed 5-0.

17) Engineering Department: Agreement with Genesis Products Plant 10 for connection to the City storm sewer (JN 2022-2004)

Administrative City Engineer Bryce Gast asked the Board to authorize the Mayor to sign the agreement allowing Genesis Products Plant 10 to connect to the City storm sewer system.

Gast said as part of the ongoing development by Genesis Products at 1853 Eisenhower Drive South, the developer is responsible for managing stormwater generated onsite. Given the site's location within the City's wellhead protection area, the typical method of onsite retention and infiltration is not allowed. Therefore, he said the developer has proposed connection to the City owned storm sewer on Kercher Road with a controlled release rate of 0.22 cfs. The City Engineering Department has reviewed this proposal and finds it to be acceptable with the understanding that any future development of the site will need to be evaluated with the impact to the storm sewer kept in mind.

Swartley/Landis moved to authorize the Mayor to sign the agreement allowing Genesis Products Plant 10 to connect to the City storm sewer system. Motion passed 5-0.

CITY OF GOSHEN STORMWATER BOARD

Minutes of the Regular Meeting

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

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

Members: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols

18) Stormwater Department: Request to approve letter of support to Greater Elkhart County Stormwater Partnership Board for proposed stormwater utility rate study



Mayor Stutsman convened the Stormwater Board meeting at 2:33 p.m.

City Stormwater Coordinator Jason Kauffman asked the Stormwater Board to approve and sign the letter of support addressed to the Greater Elkhart County Stormwater Partnership Board for the proposed professional services contract with Baker Tilly to conduct a stormwater utility rate study.

Kauffman said the Stormwater Board was being asked to approve and sign a letter of support for the Greater Elkhart County Stormwater Partnership to move forward with a stormwater utility fee rate study as proposed in Baker Tilly's scope of work proposal. The Partnership includes the City of Elkhart, the City of Goshen, Elkhart County, and the Town of Bristol and is supported by an inter-local agreement.

Kauffman said the Partnership Stormwater Board established the stormwater user fee in 2006 which set a County-wide rate then adopted by the individual entities (Goshen's Stormwater Board). The stormwater user fee has seen little change since its establishment in 2006 to meet the requirements of the Partnership's Indiana Municipal Separate Storm Sewer System (MS4) permit. The fee was set at \$15 annually per residence and per equivalent residential unit (ERU) where an ERU is a measurement of hard surface square footage set by an average area of hard surface across residential properties.

Kauffman said the \$15 annual fee has never been adjusted since originally adopted, but the hard surface square footage of ERUs was adjusted in 2010 from 2,800 square feet to 3,600 square feet as stated in Ordinance 4624. This update more closely represented the average hard surface area found on residential properties throughout Elkhart County, but also resulted in a de facto lowering of the stormwater fee for non-residential properties.

The stormwater fee is collected at the County level and distributed amongst the four distinct MS4 entities based on their respective total ERUs, which are reevaluated with each new aerial image taken of Elkhart County and updated as stated in Ordinance 4712 (adopted October 23, 2012). In 2021, the City of Goshen received \$542,985.44 in revenue out of the approximately \$2.6 million raised from the fee across the County.

While this funding has been sufficient for maintaining a program in Goshen that meets the minimum requirements of the City's MS4 permit, it has left little to no funding for capital investment in drainage and infrastructure projects. In addition, the Indiana MS4 permit was updated for the first time in nearly 20 years in December of 2021. As the permit update expands some minimum requirements, current funding may prove no longer sufficient to adequately meet Goshen's regulatory requirements.

Kauffman said the attached report by Christopher Burke Engineering in February 2021 determined that the Partnership's user fee is the third-lowest rate in the State at \$1.25 per month per ERU – a rate well below the State average of \$5.74 per month.

Kauffman said the purpose of the Baker Tilly rate study is to evaluate the stormwater utility fee based on the program needs of all partners and make recommendations. A fee adjustment would have to first be approved by the Greater Elkhart County Stormwater Partnership Board whose members include the Elkhart County Commissioners and the County Surveyor. The fee update would then need adopted by the individual partner entities.

In response to a question from **Mayor Stutsman**, **City Attorney Bodie Stegelmann** said a higher fee would have to be approved by the Stormwater Board and the City Council. **Stegelmann** also said that the Partnership Board would have to approve moving forward with the rate study.



Landis/Nichols moved to approve and sign the letter of support addressed to the Greater Elkhart County Stormwater Partnership Board for the proposed professional services contract with Baker Tilly to conduct a stormwater utility rate study. Motion passed 3-0.

With the agenda item completed, Mayor Stutsman closed the Stormwater Board meeting at 2:37 p.m.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:37 p.m. There were no public comments, so the Mayor closed the public comment period at 2:37 p.m.

12) Board of Public Works and Safety Order: Continued hearing on 214 E. Clinton Street (Ron Davidhizar, property owner)

At 2:38 p.m., Mayor Stutsman opened a continued public hearing on the Board of Public Works and Safety Order for 214 E. Clinton Street (Ron Davidhizar, property owner). Mr. Davidhizar was present along with his attorney, William Davis. Also present was City Code Enforcement Officer Travis Eash.

BACKGROUND:

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

These violations of Title 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Building Department inspector and had not been satisfactorily repaired or remedied:

1. The structure was damaged in a fire on May 15, 2021 and the structural strength of the exterior walls of the property was insufficient (violation of Section 6.3.1.1 v).
2. The property was vacant and not secured, with multiple areas that were accessible to people and animals to enter the property (violation of Section 6.3.1.1 ff).

The Building Commissioner determined that these violations made the premises at 214 E. Clinton St. unsafe. Due to the unsafe nature of the building due to the fire, Davidhizar was ordered to demolish the building. He was advised that if he failed to comply with this Order, the City of Goshen would take action to demolish the building and would bill him for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and could ultimately be enforced in the same manner as any other judgment.

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



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

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

Afterward, Mayor Stutsman swore in property owner Ron Davidhizar to provide truthful information. Responding to questions from his attorney, William Davis, and Board members, Ron Davidhizar provided detailed information about 214 E. Clinton St. Davidhizar said prior to the fire there was extensive remodeling of the apartment in the home. He said some damage to the home was caused by fire-fighting efforts. Davidhizar said the property is an older home. He described efforts he was making to improve it and work that was being done to repair fire damage. Davidhizar disputed Travis Eash's report on the condition of the property. He stated that he was making efforts to keep people out of the vacant property. Davidhizar said he wanted to restore the property as a duplex for new tenants.

Davidhizar said he would prefer to not have an engineer evaluate the condition of the property because of the expense. He said he would prefer to have a contractor evaluate the property and provide an estimate of repair and restoration costs. Davidhizar said he has worked on burned homes in the past and successfully restored them. Davidhizar also said he wanted a permit from the City so he could proceed with restoration of the property.

Eash reiterated the Building Department's recommendation to demolish the structure. Eash said if the property owner wanted to remodel the structure, the Building Department was first recommending a detailed inspection and report by a structural engineer.

Davidhizar said he didn't want the property to be unsafe, but would prefer a repair estimate from a contractor instead of a report by a structural engineer.

With testimony concluded, Board members had an extensive discussion about how to proceed.

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

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

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

Building Commissioner Myron Grise said he visited the home on 214 E. Clinton St. earlier on Jan. 24, 2022 and took some photographs, copies of which he distributed to the Board.



Grise said the bottom portion of the home had been secured with pieces of wood, but the upper portions were unsecured. He noted that the Board had directed that Mr. Davidhizar present an engineering report on Jan. 24 and also secure the premises.

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

There was additional discussion by the Board and the staff about the condition of the property and how to proceed. **City Attorney Bodie Stegelmann** said Mr. Davidhizar was given notice about the date and time of the Jan. 24, 2022 hearing, but without his presence, it was not possible to get his perspective on the situation. Stegelmann said that at the last hearing, the Board affirmed the order from the Building Commissioner and allowed Mr. Davidhizar to hire a structural engineer to establish that the structure was sound and to also secure the building, but the Board held off on further orders on what should be done. Stegelmann said the Board could move forward and make that order on what needs to be done with the house or it could schedule another hearing for the explicit purpose of telling Mr. Davidhizar what needs to be done with the house.

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

On April 18, 2022, Mayor Stutsman asked City Code Enforcement Officer Travis Eash to provide an update on 214 E. Clinton Street.

Eash distributed to Board of Works & Safety members a written update on the property. (EXHIBIT #1: Memorandum, with attachments, dated April 18, 2022, by Travis Eash regarding 214 E. Clinton Street). Eash then verbally reported the following:

- The property at 214 E Clinton Street was subject to a fire on May 15, 2021 and the property was determined to be unsafe by this Board on Dec. 6, 2021. During that hearing, the owner was ordered to provide a detailed report from a structural engineer to the building department by Jan. 24, 2022.
- In the second hearing for this property, held on January 24, 2022, the owner was not present and no documentation had been provided to the Building Department.
- The Building Commissioner received a report from an architect via email on Feb. 18. That report was attached to the Board's April 18 packet as part of Eash's memorandum.
- (The report, dated Feb. 16, 2022, by Maust Architectural Services of Goshen, was an assessment of the property based on an inspection of 214 Clinton St. It described the fire damage and current condition of the home as well as recommendations for repairs. It included a two-page report and seven pages of photos.)
- Because the report was by an architect, and not a structural engineer as ordered, and the fact that it was submitted late, the Building Department did not endorse the acceptance of the report.
- With these facts in mind, and also the significant damage from the fire and current condition of the property, the Building Department's recommendation is still for demolition of the property.



Mayor Stutsman asked to hear from **Ron Davidhizar** and his attorney, **William Davis**.

William Davis advised the Board of Works & Safety that according to Indiana's Building Laws, there is an equivalence of architects and engineers in Indiana for building law purposes. He said certification by an architect is essentially the same as certification by an engineer. Davis presented the Board with a one-page document (**EXHIBIT #2**), which stated that statutes licensing architects say, among other things, that: "Any person licensed to practice architecture in the state or registered as an architect under this chapter, shall be exempt from the provisions of any and all statutes in force in this state regarding the practice of engineering ... (Indiana Code section 25-4 1-11). Although there are educational differences between an architect and an engineer, Davis said that both architects and engineers are able to attest to the structural integrity of buildings in Indiana.

Davis also presented the Board with a one-page listing of the qualifications of Michael A. Maust, president and owner of Maust Architectural Services. Maust inspected and provided a report on the fire damage, present condition and repairs needed at 214 E. Clinton Street (**EXHIBIT #3**).

Ron Davidhizar told the Board that after the May 2021 fire, he was advised that the structure had to be secured and it was. He said he doesn't know any engineers, so he asked Maust if he could assess the condition of the building and it was inspected by Maust. Because of his busy schedule, Davidhizar said Maust was unable to present his findings to the City Building Department until Feb. 18, which was two months ago.

Davidhizar said the only exterior wall that is damaged is the front, as indicated in a photograph presented to the Board. He said the wall will need to be strengthened, which he said he would be happy to do. Davidhizar said he sought a permit to do the work and was informed by City staff that since the architect was not an engineer, he would not be able to get a permit.

Davidhizar said that based on his attorney's research, an architect's assessment is as good as that of an engineer, so he would like to get the permit to complete the remodeling. He also stated that the back unit was already being remodeled and sustained little damage in the fire.

Asked by **Board member Landis** if there was an open door on the east side of the home, Davidhizar responded, "That could be. People keep breaking in and I keep closing it up." He said if the home is not secured now it's because people keep breaking in.

Landis noted that the front gable on the north side of the building has been open since the fire in May 2021 and asked whether it was accurate to say the building has been secured since then. **Davidhizar** said the gable end could be closed, but it would later have to be reopened for repairs and that seemed like a waste of time and material.

Mayor Stutsman responded, "I would argue that getting this far with this Board has been a waste of time."

Davidhizar said, "Indeed it has. When I stopped by to get the permit, I thought this would be nothing. I would just get the permit and be on my way, but it didn't turn out that way. Then the architect was not able to respond immediately, but did give you two months of notice before today. And, again, I'm asking for the permit. I'm ready to move ahead."

Asked by **Mayor Stutsman** how long it would take to completely close off the home if the City issued a permit today, **Davidhizar** said it would take 30 days. Asked what it would take to also improve the exterior appearance, including improving the siding, Davidhizar said it would take more like 60 days.

Asked by **Mayor Stutsman** how long it would take to completely renovate the home so that it could pass a City inspection, **Davidhizar** said it could be done "within a year."

Asked by **Board member Swartley** about his plans for the back unit, Davidhizar said he would like to restore it to a rentable state.



Mayor Stutsman asked **City Code Enforcement Officer Travis Eash** if he wanted to respond to Davidhizar's comments.

Eash said that the back unit has been in the same condition for five or six years – halfway done but not completed. He said it might be problematic to allow rental of the back unit because the odor of the fire was still prevalent. So, he said, that would need to be dealt with.

Board member Landis said he was concerned about what would happen if the City allowed renovations to take place by a certain date and the deadline was not met. He wondered if the building could then be demolished.

Landis said, "That's my biggest problem. Where do we get off the train because the history is that it takes five times longer than what the initial estimate was, if it ever gets there. But once we get to a certain point, now it doesn't make any sense because we're 75% of the way there. I don't know how to answer that question. I don't think anybody has the answer to that question. That's the dilemma of making a decision when we have a building that is in the condition that it is. That makes it hard for me."

Mayor Stutsman asked **City Attorney Bodie Stegelmann** if he agreed with William Davis' assessment that a report from an architect was equivalent to a report from a structural engineer. **Stegelmann** said he would like at least two weeks to research the legal authorities Davis cited and to confirm his conclusion.

Mayor Stutsman said that he has spoken to a neighbor who said he was reflecting the opinion of other neighbors. He said neighbors were hopeful the home would be demolished because it has been a blight on the neighborhood for some time. The Mayor said there are distinct issues involved in this case now, including the fact Davidhizar didn't meet the deadline for providing a report from a structural engineer and uncertainty about whether Maust's report was acceptable. Mayor Stutsman said he would still like the City Attorney's opinion on the matter.

Landis said he has also worked with Maust for engineering purposes and cannot dispute his opinion on the home. However, Landis said that at its Jan. 24 meeting, the Board ordered a demolition and the easy decision would be to move forward with it. So, Landis agreed with the value of giving the City Attorney time to research the issue.

Board member Swartley said she was concerned about how much longer the home will remain unrepaired and vacant. She said, "I think we have enough of a track record, not just with this property but with various other properties throughout our town and that is of concern to me." Swartley said she was concerned that if Davidhizar would make some repairs, that this would be an obstacle to a later demolition.

Board member Riouse agreed. He noted that Eash reported that the condition of the back unit had not been improved for five years. He said he expected some progress would have been made to improve it.

Landis said he appreciated Eash's report because he had been under the impression that the back unit was being rented at the time of the fire. Because of the demand for housing, Landis said it probably would have been occupied had it been in a rentable condition.

Mayor Stutsman said the best course appeared to be to table the matter for two weeks. He said in the meantime, no permit would be issued. Stegelmann suggested continuing the hearing to May 2.

Landis noted that he will not be present on May 2, but urged that the Board to proceed.

Davidhizar said Travis Eash is very busy and sometimes the Building Department is overwhelmed. He said when people are overwhelmed, they sometimes forget details. Davidhizar said the building has not been empty for five years. He said the front of the home was occupied at the time of the fire and the back unit has been empty about a year and a half. He asked if the back apartment could be rented if it was improved. He also stated that he had difficulties purchasing a needed electrical panel because of supply chain issues.



Ron Davidhizar said he has been told that it might take six months to receive the materials and equipment he needs to fix the home. Still, he said he can still work on the home and would like to do so. But, Davidhizar, said it takes even longer to complete improvements, “especially when I can’t get approval. It takes longer.”

Mayor Stutsman responded, “Ron, you can try to blame the City for this all you want ...” Talking over the Mayor, Davidhizar said, “I’m not trying to blame anybody. I’m simply stating how it is.” Mayor Stutsman continued, “It sure sounds like you are.”

Board member Riouse immediately said, “I guess if we didn’t have a track record from you, man, you might have a point. But your track record suggests that you slow play and we end up having this cycle or going down this road with numerous houses you’ve had before us.” Davidhizar responded, “This is another one and I’m ready to go and I can’t get the permit. I won’t say I can’t get cooperation.”

Mayor Stutsman thanked Davidhizar for his comments. There were no further comments from Travis Eash.

The Mayor said that based on the information William Davis provided, it seemed that the Board should continue the hearing to May to allow City Attorney Stegelmann to research the issue Davis raised.

Mayor Stutsman/Landis moved to continue the hearing on the Board of Public Works and Safety Order for 214 E. Clinton Street (Ron Davidhizar, property owner) to May 2, 2022. The motion passed 5-0.

The matter having been concluded for now, Mayor Stutsman closed the hearing at 3:01 p.m.

As all matters before the Board of Public Works & Safety & Stormwater Board were concluded, Mayor Stutsman/Landis moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

Mayor Stutsman adjourned the meeting at 3:02 p.m.

EXHIBIT #1: Memorandum, dated April 18, 2022, by Travis Eash regarding 214 E. Clinton Street

EXHIBIT #2: A one-page summary of Indiana building laws prepared by William Davis, attorney for Ron Davidhizar, describing the architect/engineer equivalence for building law purposes.

EXHIBIT #3: A one-page document presented by William Davis, attorney for Ron Davidhizar, listing the qualifications of Michael A. Maust, president and owner of Maust Architectural Services. Maust inspected and provided a report on the fire damage, present condition and repairs needed at 214 E. Clinton Street.

APPROVED

Jeremy Stutsman, Chair



Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis
Member Barb Swartley
Member DeWayne Riouse

Date: April, 25th, 2022

From: Jose' Miller, Chief of Police

Reference: Road Closure for Police Memorial Week Ceremony on May 15th, 2022

I am requesting that the Board of Public Works and Safety approve a temporary road closure for the 100 Block of East Jefferson on May 15th, 2022, from 1:00 PM until 5:00 PM. The Goshen Police Department will be conducting a ceremony in front of the Goshen Police Department in observance of National Police Week. We are requesting barricades and no parking signs for the 100 block of E. Jefferson between the hours of 1PM and 5PM. Our ceremony begins at 3:00pm and the public is invited to attend.

A handwritten signature in black ink, appearing to be "Jose' Miller".

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Street Closure Request to the Board of Works and Safety of Goshen, IN

To Richard Aguirre and Denise Blenner:

The Social Committee at Spring Brooke community is planning a summer cook-out, carry-in, games, and music event on June 18, 2022, with a rain date of July 9, 2022.

Please see below in answer to your 5 questions.

We would like to close just a small section of **Spring Brooke Drive immediately north of the clubhouse to the entrance of Edge Brooke Court** while leaving the *left lane open just past the second driveway on the north side* (across from the clubhouse) to allow those residents to come & go to and from their homes.

We want to close it to have adequate space for recreational play such as lawn games due to a lack of level lawn space, as well as to encourage residents to come and join the community event. We also expect some will simply want to bring their lawn chairs and watch the action in the street and the green lawn between the clubhouse and Edge Brooke Court. We also find it necessary to close due to the fact that we cannot count on using the space in our parking lot. Due to the age of quite a few of our residents we need to leave the parking lot open for them to park because they are not likely to walk to the event.

Start: 4:30 PM (6-18-22) End: 9:00 (6-18-22) If there's rain on the 18th, the alternate date would then be 7-09-22.

About half of the residents would just need to go the opposite direction in the circular drive but everyone would have the same access to the Spring Brooke exit and to their homes as before.

Yes, we would need some barricades to accomplish a safe closure for our event.

Contact person: Mary Ellen Sisson, 1238 Westbrooke Ct, Goshen, IN 46528, mesisson3@gmail.com, (574) 536-3701

If I need to fill out a specific form for you, please advise or send me the form.

Thank you.

Mary Ellen Sisson

From Josh Corwin of Engineering:

I don't have any concerns or comments regarding this closure request as long as access is being maintained to all residences and they are aware that barricading will be required, which they can coordinate with Streets. (David) Gibbs may also be able to provide a "road closed" and/or detour sign to help direct traffic.



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

April 25, 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, a chemical required for the WWTP, in accordance with Indiana Code § 5-22-8-3. On April 11, the BOW approved and accepted the quote from PVS Technologies, Inc. However, it was later determined that there was an error in the weight increment causing an error in the quotes. Therefore, the lowest quote was by Kemira Water Solutions and not PVS Technologies, Inc.

Kemira Water Solutions, Inc. Lawrence KS	\$1.03 /LB
PVS Technologies, Inc. Detroit, MI	\$1.17/ LB

Suggested Motion:

Award a contract to Kemira Water Solutions, 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 \$1.03 per lb.



**Legal Department
CITY OF GOSHEN**

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April 20, 2022

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: Agreement with Traffic Control Specialists, Inc.

The City wishes to contract with Traffic Control Specialists, Inc. to provide road striping including center, fog and divider line striping on multiple City of Goshen streets.

Work on the project shall be completed by August 31, 2022 and the total cost for all work shall not exceed \$83,512.89.

Suggested motion: Move to enter into an agreement with Traffic Control Specialists, Inc. to provide road striping of certain City streets at a cost not to exceed \$83,512.89 with all work to be completed by August 31, 2022.

AGREEMENT

2020 City of Goshen Road Striping

THIS AGREEMENT is entered into on this ____ day of _____, 2022, between Traffic Control Specialists, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide road striping including center, fog and divider line striping on multiple City of Goshen streets.

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

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner road striping per INDOT Specifications using Fast Dry Waterborne Traffic Paint with Type 1 glass beads for the four (4”) center, fog and divider line striping on multiple City of Goshen streets as listed below.

<u>ROAD NAME</u>	<u>COMPLETION DATE</u>	<u>STRIPING LIMITS</u>	<u>Lin Ft. YELLOW</u>	<u>Lin Ft. WHITE</u>
Midway Rd.	8/31/2022	US33 to CR113	7954	400
Ferndale Rd.	8/31/2022	US33 to Willows Way	5176	1122
County Home Rd.	8/31/2022	Midway to Ferndale	1873	200
Reith Blvd	8/31/2022	US33 to CR17	5275	0
Peddler's Village Rd.	8/31/2022	Wilden to CR17	4000	5895
Wilden Ave.	8/31/2022	Main St. to Elkhart River	4613	9710
Bashor Rd.	8/31/2022	Chicago Ave. to Old CR17	5327	5340
Chicago Ave.	8/31/2022	Bashor Rd. to Pike St	8212	763
Indiana Ave. 1	8/31/2022	Chicago Ave. to Skyview Dr.	1834	4061
Indiana Ave. 2	8/31/2022	Pike St. to Chicago Ave.	1132	0
Indiana Ave. 4	8/31/2022	SR119 to CR36	2674	5300
Lincoln Ave. 3	8/31/2022	RailRoad to 29th St.	6770	11281
Clinton St.	8/31/2022	Old CR17 to Riverside Dr.	14196	11988
Washington St.	8/31/2022	2nd St. to 6th St.	2166	0
2nd St.	8/31/2022	Washington St. to Wilkinson St.	2188	0
Jefferson St.	8/31/2022	3rd St. to 6th St.	1655	0
Middlebury St.	8/31/2022	Main St. to Zollinger Rd.	3549	66
Blackport Dr.	8/31/2022	Lincoln Ave. to Monroe St.	4670	7110
Monroe St.	8/31/2022	US33 to Fairgrounds Gate 7	4122	7399
South 8th St.	8/31/2022	Lincoln Ave. to College Ave.	13308	212

ROAD NAME	COMPLETION DATE	STRIPING LIMITS	Lin Ft. YELLOW	Lin Ft. WHITE
South 15th St.	8/31/2022	College Ave. to Eisenhower Dr.	2012	3498
Plymouth Ave.	8/31/2022	Main St. to US33	7626	7094
College Ave.	8/31/2022	15th to RailRoad East of Century Dr.	18008	18238
Century Dr.	8/31/2022	College Ave. to Kercher Rd.	16005	347
Eisenhower N	8/31/2022	US33 to Dierdorff	1900	6205
Dierdorff Dr.	8/31/2022	College Ave. to Waterford Mills Pkwy.	13491	16813
Cr27	8/31/2022	CR42 to 90' curve North side of Airport	2162	7072
Cr42	8/31/2022	US33 to CR27	7930	19280
Kercher Rd.	8/31/2022	US33 to CR31	8500	6353
Regent St.	8/31/2022	Dierdorff Dr. to CR40	12226	250
Weymouth Blvd.	8/31/2022	Kercher Rd. to Regent St.	3318	0
			193872	155997

Thermo plastic striping streets

ROAD NAME	COMPLETION DATE	STRIPING LIMITS	Lin Ft. YELLOW	Lin Ft. WHITE
Wilden Ave.	8/31/2022	Elkhart River. to Wakefield Dr.	5998	24430
Chicago Ave.	8/31/2022	Pike to Lincoln Ave.	1334	230
Beaver Lane	8/31/2022	Wilden Ave. to Bashor Rd.	912	763
Greene Rd.	8/31/2022	Wilden Ave. to Berkey	14760	701
Indiana Ave. 3	8/31/2022	Pike St. to SR119	2956	1186
Lincoln Ave. 1	8/31/2022	Greene Rd. to 5th	14636	2696
5th St.	8/31/2022	Main St. to Pike St.	6129	0
Eisenhower Dr.	8/31/2022	US33 to Century Dr.	2036	4172
Kercher Rd.	8/31/2022	Elkhart River to Main St.	2739	505
Waterford mills Pkwy.	8/31/2022	Main St. to Dierdorff Dr.	13491	16813
			64991	51496

Contractor shall cone off all markings for protection from damage during the curing process. Follow trucks shall be equipped with arrowboards and wet paint signs to warn the public.

Contractor shall document per road the installation and shall turn documentation into the City for verification.

Contractor shall perform all work in this project during the days Monday to Thursday between the hours of 7:00 am and 5:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Contractor shall warrant all workmanship and materials for ninety (90) days.

Once the Contactor mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City's contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project's progress.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TRAFFIC CONTROL & ACCESSIBILITY

Traffic control for this project shall be performed in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project.

It should be noted that Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs and barricades needed for the project shall be furnished by the Contractor.

Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction provided the following conditions are met:

- (1) If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the construction.
- (2) If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
- (3) Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to insure safety to the traveling public.
- (4) The restricted traffic lanes or closed street shall be reopened, if feasible, when painting is not taking place.
- (5) Prior approval from the Street Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (533-4151).
- (6) Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during the painting.

TERM OF THE AGREEMENT

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

Contractor’s work on the project shall begin as soon as practical after receiving a notice to proceed from the City. The streets shall be completed by August 31, 2022.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor’s unit prices for labor and materials as set forth in the table below based on the quantities actually used on the project for an amount not exceed Eighty-Three Thousand Five Hundred Twelve Dollars and Eighty-Nine Cents (\$83,512.89).

Quantity	Description	Unit Price	Total
1	Mobilization	LSUM *(Fee will be waived if total billing exceeds \$5,000 per day)	\$500.00
193,872 LF	Line, Paint, Solid or Broken, Yellow, 4”	\$0.14 LF	\$27,142.08
155,997 LF	Line, Paint, Solid or Broken, White, 4”	\$0.14 LF	\$21,839.58
64,991 LF	Line, Spray Thermoplastic, Solid or Broken, Yellow, 4”	\$0.29 LF	\$18,847.39
51,496 LF	Line, Spray Thermoplastic, Solid or Broken, White, 4”	\$0.29 LF	\$14,933.84
			\$83,512.89

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City’s receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

NON-DISCRIMINATION

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

INDEMNIFICATION

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from 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 their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- Workers Compensation & Employer's Liability Statutory Limits
- General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and \$2,000,000 Aggregate
- Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

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

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

BREACH

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

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

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

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Contractor:

Traffic Control Specialists, Inc.
Attention: Brian A. Triska
1810 West Pacific Ave.
Knox, IN 46534

APPLICABLE LAWS

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

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 requirements 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 non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney’s fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to 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.

The 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 the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

SEVERABILITY

In the event that any provision of this 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.

BINDING EFFECT

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Traffic Control Specialists, Inc.

Jeremy P. Stutsman, Mayor

Brian A. Triska, Owner/President

Date: _____

Date: _____



Rhonda L. Yoder, AICP
PLANNING & ZONING DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

To: Board of Public Works & Safety
From: Rhonda L. Yoder, Planning & Zoning Administrator
Date: April 25, 2022
RE: Westoria Eighth PUD - Acceptance of Plat

A 27-lot residential subdivision has been submitted, Westoria Eighth PUD, which is the final section of Westoria subdivision, zoned Residential R-2PUD (Planned Unit Development).

The subdivision meets the Zoning and Subdivision Ordinance and Westoria PUD requirements.

A subdivision drainage plan was accepted by the Board of Works on October 18, 2021.

Secondary approval will be granted while public infrastructure is being constructed and prior to acceptance for maintenance, and a Letter of Credit for the infrastructure construction was provided and accepted by the Board of Works on April 18, 2022.

The plat includes dedication of right of way, for the extension of Westoria Drive and Winslow Drive, along with a number of easements.

Please accept the Westoria Eighth PUD plat with dedications and easements, and sign the plat.

Requested Motion: Move to accept the subdivision plat for Westoria Eighth PUD with dedications and easements.

WESTORIA EIGHTH P.U.D.

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 6 EAST,
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA
SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION AND LINE AND CURVE DATA

CITY OF GOSHEN, INDIANA DRAINAGE MAINTENANCE STATEMENT

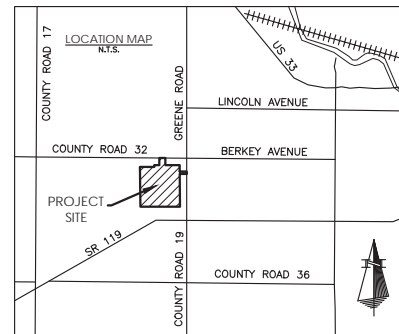
THE CITY OF GOSHEN, INDIANA IS A MUNICIPAL SEWER (MS4) COMMUNITY GOVERNED BY INDIANA ADMINISTRATIVE CODE 327-15-13. THE CITY OF GOSHEN'S POST CONSTRUCTION STORM WATER ORDINANCE REQUIRES THE OWNER AND ITS ASSIGNS TO EXECUTE A STORM WATER MAINTENANCE COVENANT FOR THE OPERATION, MAINTENANCE, AND REPAIR OF ALL STORM WATER MANAGEMENT FACILITIES, AS DESCRIBED IN THE DEVELOPMENT'S "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN". TO ADMINISTER THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN", THE OWNER AND ITS ASSIGNS SHALL MAINTAIN AN ACCESS AND MAINTENANCE EASEMENT OVER THE STORM WATER SYSTEM AND A FUNDING MECHANISM FOR THE MAINTENANCE OF SAID STORM WATER SYSTEM. ANY CHANGES TO THE MAINTENANCE AGREEMENT BY THE DEVELOPMENT AND/OR THE ASSIGNS SHALL BE APPROVED BY THE DEPARTMENT OF STORM WATER MANAGEMENT AND THEN RECORDED WITH THE ELKHART COUNTY RECORDER.

AT A MINIMUM, THE "STORM WATER MAINTENANCE POLLUTION PREVENTION PLAN" SHALL REQUIRE THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES. NO OWNER OR ITS ASSIGNS SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED, REMOVED OR IN ANY WAY IMPEDE THE FLOW OF WATER ACROSS OR THROUGH SAID FACILITIES. IN THE EVENT ANY SUCH FACILITIES BECOME DAMAGED OR IN DISREPAIR, IT SHALL BE THE RESPONSIBILITY OF THE OWNER AND ITS ASSIGNS TO REPAIR SUCH FACILITIES AT THE COLLECTIVE'S EXPENSE.

THE CITY OF GOSHEN WILL ENFORCE THE "POST CONSTRUCTION STORM WATER MANAGEMENT PLAN," AND SHALL TAKE LEGAL ACTION, IF NECESSARY, AGAINST ANY PARTY IN NON-COMPLIANCE.

IN THE EVENT AN OWNER OR ITS ASSIGNS FAIL TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD WORKING ORDER AND REPAIR, THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE OWNER AND ITS ASSIGNS. THE CITY OF GOSHEN, INDIANA, IS GRANTED AN EASEMENT ACROSS THE OWNER AND ASSIGNS' REAL ESTATE FOR THE PURPOSE OF REPAIRING AND INSPECTING ANY DRAINAGE FACILITIES ON SAID OWNER OR ASSIGNS' REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF REPAIR, AS ASSESSED BY THE CITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE OWNER AND ASSIGNS, AND AN ENCUMBRANCE UPON THE TITLE TO SAID REAL ESTATE.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE OWNER AND ASSIGNS, AND FOR THE FORECLOSURE OF SAID LIEN IN THE MANNER IN WHICH MORTGAGES ARE FORECLOSED UNDER THE LAWS OF SAID STATE OF INDIANA. ANY SUCH COLLECTION AND/OR FORECLOSURE ACTION SHALL BE MAINTAINED IN THE COURTS OF GENERAL JURISDICTION OF THE STATE OF INDIANA, AND SHALL BE COMMENCED IN ELKHART COUNTY, INDIANA.



CERTIFICATE OF OWNERSHIP

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY DESCRIBED IN THE ABOVE CAPTIONED AND THAT AS SUCH OWNERS WE HAVE CAUSED THE ABOVE DESCRIBED TO BE SURVEYED AS SHOWN ON THE HEREON DRAWN PLAT AS OUR FREE AND VOLUNTARY ACT AND DEED.

ADLAI A. SCHROCK, PRESIDENT
WINDSHIRE CORP.

DEED OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, AS PROPRIETORS, HAVE CAUSED THE ABOVE DESCRIBED LAND TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT OPPOSITE, THAT SAID SUBDIVISION IS TO BE KNOWN AS **WESTORIA EIGHTH P.U.D.** AND THAT THE LOTS HAVE THEIR RESPECTIVE DIMENSIONS GIVEN IN FEET AND DECIMAL PARTS THEREOF, AND THAT THE STREETS INCLUDED IN SAID SUBDIVISION ARE HEREBY DEDICATED FOR PUBLIC USE.

ADLAI A. SCHROCK, PRESIDENT
WINDSHIRE CORP.

NOTARY PUBLIC CERTIFICATE

STATE OF INDIANA)
COUNTY OF _____) SS:

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY CAME ADLAI A. SCHROCK, PRESIDENT, WINDSHIRE CORP. AND ACKNOWLEDGED THE EXECUTION OF THIS PLAT.

WITNESS MY HAND AND SEAL THIS _____ DAY OF _____, 20 _____.

NOTARY SIGNATURE MY COMMISSION EXPIRES

NOTARY PRINTED NAME COMMISSION NUMBER

RESIDENT OF _____ COUNTY, INDIANA



LAND SURVEYOR'S CERTIFICATE

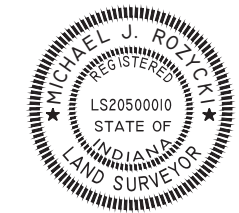
I, MICHAEL J. ROZYCKI, HEREBY CERTIFY THAT I AM A LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA, THAT THIS PLAT CORRECTLY REPRESENTS A FIELD SURVEY COMPLETED BY ABONMARCHE CONSULTANTS, GOSHEN, INDIANA; THAT ALL MONUMENTS ARE OR WILL BE (WITHIN SIX MONTHS OF RECORDING PLAT) INSTALLED IN ACCORDANCE WITH THE PROVISIONS OF THE PLATTING ORDINANCE; AND THAT THEIR LOCATION, SIZE, TYPE, AND MATERIAL ARE ACCURATELY SHOWN.

THIS PLAT IS IN ACCORDANCE WITH TITLE 865, ARTICLE 1, CHAPTER 12, SECTION 1 THROUGH 29 OF THE INDIANA ADMINISTRATIVE CODE. THE BOUNDARY LINES OF THIS PLAT CONFORM TO THE RECORD PLAT OF WESTORIA P.U.D. (PLAT BOOK 31, PAGE 58) AND WESTORIA SEVENTH P.U.D. (PLAT BOOK 35, PAGE 91) AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA.

I, MICHAEL J. ROZYCKI, AFFIRM, UNDER PENALTIES OF PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW.

DATED THIS _____ DAY OF _____, 20 _____.

MICHAEL J. ROZYCKI, P.S.
PROFESSIONAL LAND SURVEYOR NO. 20500010
STATE OF INDIANA



303 River Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage/Kalamazoo Goshen
Benton Harbor Hobart
South Haven Lafayette
Fort Wayne South Bend
Valparaiso

Engineering · Architecture · Land Surveying

ACCEPTANCE OF DEDICATION

BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY, CITY OF GOSHEN, INDIANA THAT THE DEDICATIONS ON THIS PLAT ARE HEREBY APPROVED AND ACCEPTED THIS

_____ DAY OF _____, 20_____.

MAYOR JEREMY P. STUTSMAN MICHAEL A. LANDIS MARY NICHOLS

DEWAYNE RIOUSE BARB SWARTLEY

AUDITOR

DULY ENTERED FOR TAXATION THIS _____ DAY OF _____

20_____, _____ ELKHART COUNTY AUDITOR.
PATRICIA A. PICKENS

RECORDER

RECEIVED FOR RECORD THIS _____ DAY OF _____

20____ AT _____:____ AND RECORDED IN PLAT BOOK _____ PAGE _____.

FEE: _____ ELKHART COUNTY RECORDER
JENNIFER L. DORIOT

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING GENERAL TELEPHONE COMPANY, NORTHERN INDIANA PUBLIC SERVICE COMPANY, AND SEVERAL PRIVATE UTILITY COMPANIES WHERE THEY HAVE A CERTIFICATE OF TERRITORIAL AUTHORITY TO RENDER SERVICE AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, PLACE, AND MAINTAIN SEWERS, WATER MAINS, GAS MAINS, CONDUITS, CABLES, POLES AND WIRES, EITHER OVERHEAD OR UNDERGROUND WITH ALL NECESSARY BRACES, GUYS, ANCHORS, AND OTHER APPLIANCES IN, UPON, ALONG AND OVER THE STRIPS OF LAND DESIGNATED ON THE PLAT MARKED "UTILITY EASEMENT" FOR THE PURPOSES OF SERVICING THE PUBLIC IN GENERAL WITH SEWER, WATER, GAS, ELECTRIC, AND TELEPHONE SERVICE, INCLUDING THE RIGHT TO USE THE STREETS, WHERE NECESSARY AND TO OVERHANG LOTS WITH AERIAL SERVICE WIRES TO SERVE ADJACENT LOTS, TOGETHER WITH THE RIGHT TO ENTER UPON SAID EASEMENTS FOR PUBLIC UTILITIES AT ALL TIMES FOR ANY OF THE PURPOSES AFORESAID AND TO TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE WITH ANY SUCH UTILITY EQUIPMENT. NO PERMANENT BUILDING SHALL BE PLACED ON SAID EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT INTERFERE WITH THE USE OF SAID EASEMENT FOR SUCH PUBLIC UTILITY PURPOSES.

PLAN COMMISSION STAFF APPROVAL

UNDER THE AUTHORITY PROVIDED BY CHAPTER 174, ACTS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA AND ORDINANCE ADOPTED BY THE COMMON COUNCIL OF THE CITY OF GOSHEN, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE CITY OF GOSHEN, AS FOLLOWS:

APPROVED BY THE ZONING ADMINISTRATOR ON BEHALF OF THE CITY PLANNING COMMISSION ON THIS

_____ DAY OF _____, 20_____.

RHONDA YODER
ZONING ADMINISTRATOR

JOB NO.: 19-1803
DATE: APRIL, 2022
SHEET 1 OF 3

WESTORIA EIGHTH P.U.D.
 A PART OF THE NORTHEAST QUARTER, SECTION 18, TOWNSHIP 36 NORTH, RANGE 6 EAST,
 CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA
 SEE SHEET 3 OF 3 FOR LEGAL DESCRIPTION AND LINE AND CURVE DATA

NORTHWEST CORNER EAST HALF NORTHEAST QUARTER SECTION 18-T36N-R6E SET MAG NAIL FLUSH WITH PAVEMENT LEVEL
 S89°59'35"E 1321.54'
 NORTH LINE NORTHEAST QUARTER SECTION 18-T36N-R6E CENTERLINE COUNTY ROAD NO. 32 (BERKEY AVENUE) 40' RIGHT OF WAY PER INDEX OF COUNTY ROADS
 FMON
 NORTHEAST CORNER NORTHEAST QUARTER SECTION 18-T36N-R6E FOUND 4" DIA. COUNTY MONUMENT FLUSH WITH PAVEMENT LEVEL

TOTAL AREA
 407,149 S.F.
 ±9.347 ACRES
 AREA OF RIGHT OF WAY TO BE DEDICATED
 48,227 S.F.
 ±1.107 ACRES
 AREAS IN LOTS
 358,922 S.F.
 ±8.240 ACRES

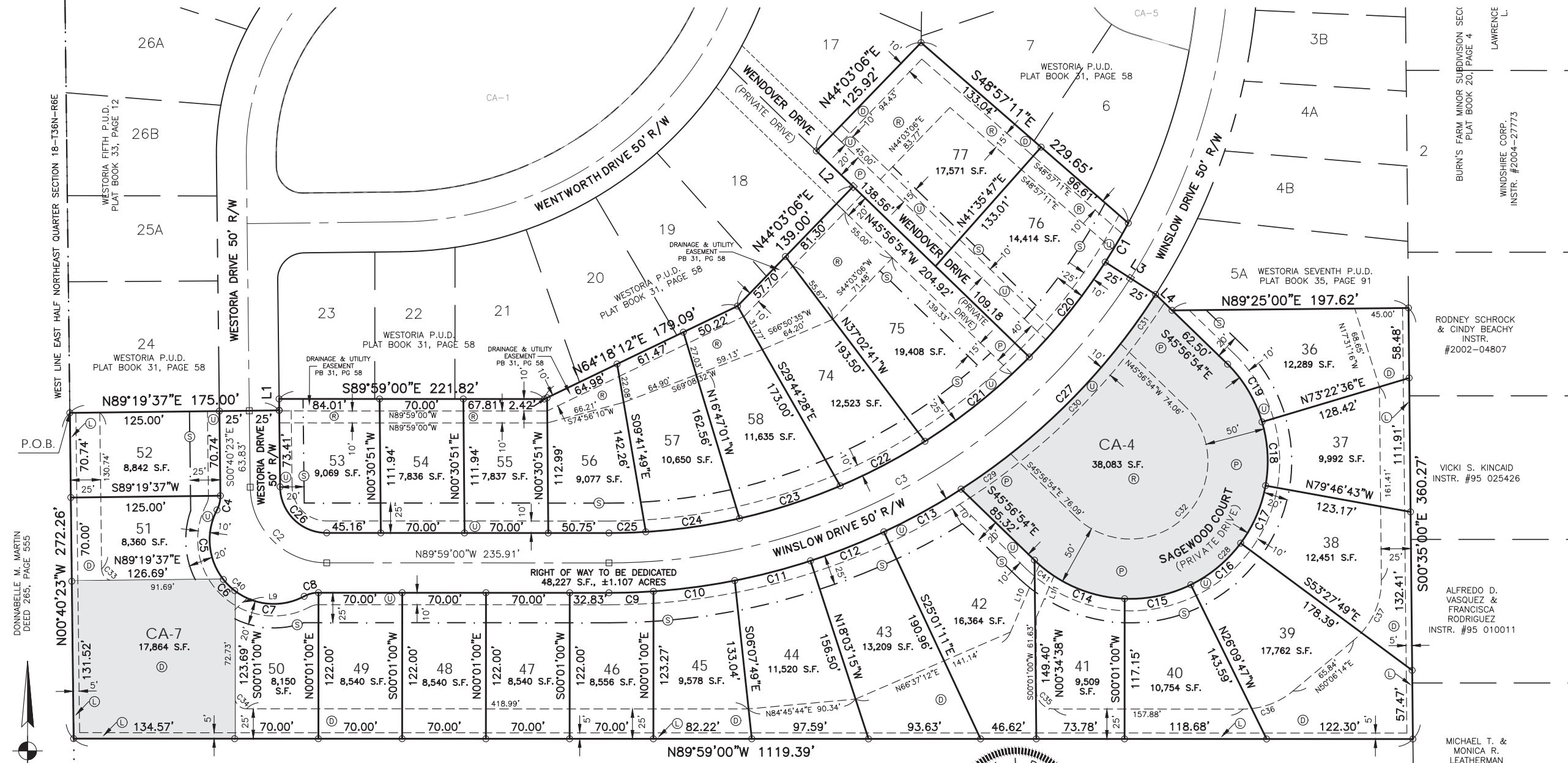
OWNERS
 TRACT NO. 1
 WINDSHIRE CORP.
 INSTR. #2003-01716
 TRACT NO. 2
 WINDSHIRE CORP.
 INSTR. #2003-01717
 TRACT NO. 3
 WINDSHIRE CORP.
 INSTR. #2003-01718

COMMON AREA STATEMENT
 ALL COMMON AREAS ARE TO BE OWNED AND MAINTAINED BY THE WESTORIA HOMEOWNER'S ASSOCIATION.

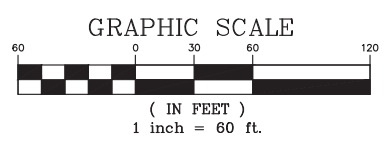
COMMON AREA

DESIGNATION	S.F.	ACRES
CA-4	38,083	±0.874
CA-7	17,864	±0.410

- LEGEND**
- ⊙ - MINIMUM BUILDING SETBACK LINE AT DISTANCES INDICATED
 - ⊕ - PRIVATE DRIVE, INGRESS-EGRESS, DRAINAGE, AND UTILITIES EASEMENT AT DISTANCES INDICATED
 - Ⓛ - LANDSCAPE & DRAINAGE EASEMENT AT DISTANCES INDICATED
 - Ⓤ - UTILITIES EASEMENT AT DISTANCES INDICATED
 - Ⓡ - RETENTION EASEMENT AT DISTANCES INDICATED
 - Ⓢ - POND, DRAINAGE, RETENTION, UTILITIES AND LANDSCAPE EASEMENT AT DISTANCES INDICATED
 - - 5/8" REBAR WITH CAP MARKED ABONMARCHÉ 0050
 - ▭ - DENOTES LIMITS OF COMMON AREA
 - CA-4, CA-7 - DENOTES COMMON AREA & COMMON AREA DESIGNATION NUMBER



DONNABELLE M. MARTIN
 DEED 265, PAGE 555

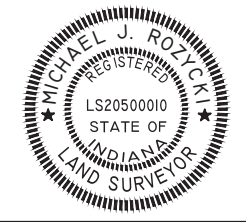


FLOOD NOTE
 THIS PROJECT DOES NOT LIE WITHIN A 100 YEAR FLOOD PLAIN PER F.E.M.A. FLOOD INSURANCE RATE MAP PANELS #18039C0253D, EFFECTIVE DATE AUGUST 2, 2011.

TRACT 1
 GOSHEN COMMUNITY SCHOOLS
 INSTR. #2007 28242

JOB NO.: 19-1803
 DATE: APRIL, 2022

SHEET 2 OF 3



ABONMARCHÉ

303 River Race Drive, Unit 206
 Goshen, IN. 46526
 T 574.533.9913
 F 574.533.9911
 abonmarche.com

Portage/Kalamazoo Goshen
 Benton Harbor Hobart
 South Haven Lafayette
 Fort Wayne South Bend
 Valparaiso Valparaiso
 Engineering · Architecture · Land Surveying

WESTORIA EIGHTH P.U.D.

A PART OF THE NORTHEAST QUARTER, SECTION 18, TOWNSHIP 36 NORTH, RANGE 6 EAST,
CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

LEGAL DESCRIPTION

A PART OF THE NORTHEAST QUARTER OF SECTION 18, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 89 DEGREES 59 MINUTES 35 SECONDS WEST ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 1321.54 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST OF SAID SECTION 18; THENCE SOUTH 00 DEGREES 40 MINUTES 23 SECONDS EAST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, ALSO BEING ON THE WEST LINE OF PLAT OF WESTORIA P.U.D., SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 31, PAGE 58, A DISTANCE OF 1101.39 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF LOT NUMBER TWENTY-FOUR (24) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D., THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 89 DEGREES 19 MINUTES 37 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER TWENTY-FOUR (24) AND THE EXTENSION THEREOF, A DISTANCE OF 175.00 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE NORTH 00 DEGREES 40 MINUTES 23 SECONDS WEST ALONG THE EASTERLY LINE OF THE RIGHT OF WAY OF WESTORIA DRIVE, A FIFTY (50) FOOT WIDE RIGHT OF WAY, A DISTANCE OF 9.59 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF LOT NUMBER TWENTY-THREE (23) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D.; THENCE SOUTH 89 DEGREES 59 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER TWENTY-THREE (23) AND ALONG THE SOUTH LINES OF LOT NUMBER TWENTY-TWO (22) AND LOT NUMBER TWENTY-ONE (21), A DISTANCE OF 221.81 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHERLY CORNER OF SAID LOT NUMBER TWENTY-ONE (21); THENCE NORTH 64 DEGREES 18 MINUTES 12 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT NUMBER TWENTY-ONE (21) AND ALONG THE SOUTHEASTERLY LINE OF LOT NUMBER TWENTY (20) AND LOT NUMBER NINETEEN (19) AS SAID LOTS ARE KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D., A DISTANCE OF 179.09 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING A SOUTHEASTERLY CORNER OF SAID LOT NUMBER NINETEEN (19); THENCE NORTH 44 DEGREES 03 MINUTES 06 SECONDS EAST ALONG THE SOUTHEASTERLY LINE OF SAID LOT NUMBER NINETEEN (19) AND THE SOUTHEASTERLY LINE OF LOT NUMBER EIGHTEEN (18) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D., A DISTANCE OF 138.00 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE EASTERLY CORNER OF SAID LOT NUMBER EIGHTEEN (18); THENCE NORTH 45 DEGREES 56 MINUTES 54 SECONDS WEST ALONG THE NORTHEAST LINE OF SAID LOT NUMBER EIGHTEEN (18), A DISTANCE OF 42.82 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHERLY CORNER OF LOT NUMBER SEVENTEEN (17) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D.; THENCE NORTH 44 DEGREES 03 MINUTES 06 SECONDS EAST ALONG THE SOUTHEAST LINE OF SAID LOT NUMBER SEVENTEEN (17), A DISTANCE OF 125.92 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE EASTERLY CORNER OF SAID LOT NUMBER SEVENTEEN (17) AND THE WESTERLY CORNER OF LOT NUMBER SEVEN (7) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D.; THENCE SOUTH 48 DEGREES 57 MINUTES 11 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT NUMBER SEVEN (7) AND THE SOUTHWESTERLY LINE OF LOT NUMBER SIX (6) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF SAID WESTORIA P.U.D., A DISTANCE OF 229.85 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF SAID LOT NUMBER SIX (6), ALSO BEING A POINT ON THE WESTERLY LINE OF THE RIGHT OF WAY OF WINSLOW DRIVE, A FIFTY (50) FOOT WIDE RIGHT OF WAY; THENCE SOUTHWESTERLY ALONG THE ARC OF A 493.00 FOOT RADIUS CURVE TO THE RIGHT, CONCAVE TO THE NORTHWEST, A DISTANCE OF 37.84 FEET (CHORD BEARING SOUTH 30 DEGREES 32 MINUTES 20 SECONDS WEST, CHORD DISTANCE 37.83 FEET) TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041; THENCE SOUTH 57 DEGREES 15 MINUTES 44 SECONDS EAST, A DISTANCE OF 50.00 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING A POINT ON THE EASTERLY LINE OF THE RIGHT OF WAY OF SAID WINSLOW DRIVE, ALSO BEING THE SOUTHWEST CORNER OF LOT NUMBER FIVE 'A' (5A) AS SAID LOT IS KNOWN AND DESIGNATED ON THE PLAT OF WESTORIA SEVENTH P.U.D., SAID PLAT BEING RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN PLAT BOOK 35, PAGE 91; THENCE SOUTH 45 DEGREES 56 MINUTES 54 SECONDS EAST ALONG THE SOUTHWESTERLY LINE OF SAID LOT NUMBER FIVE 'A' (5A), A DISTANCE OF 19.14 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHWEST CORNER OF SAID LOT NUMBER FIVE 'A' (5A); THENCE NORTH 89 DEGREES 25 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT NUMBER FIVE 'A' (5A), A DISTANCE OF 197.65 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE SOUTHEAST CORNER OF LOT NUMBER FIVE 'A' (5A); THENCE SOUTH 00 DEGREES 35 MINUTES 00 SECONDS EAST ALONG THE WEST LINES OF A PARCEL OF LAND CONVEYED TO RODNEY SCHROCK AND CINDY BEACHY AS DESCRIBED IN ELKHART COUNTY INSTRUMENT NUMBER 2002-04807, A PARCEL OF LAND CONVEYED TO VICKI S. KINCAID AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 95 025426, A PARCEL OF LAND CONVEYED TO ALFREDO D. VASQUEZ AND FRANCISCA RODRIGUEZ AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 95 010011, AND A PARCEL OF LAND CONVEYED TO MICHAEL T. AND MONICA R. LEATHERMAN AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 96 009974, A DISTANCE OF 360.27 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE NORTHEAST CORNER OF A PARCEL OF LAND KNOWN AS TRACT 1 CONVEYED TO GOSHEN COMMUNITY SCHOOLS AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 28242; THENCE NORTH 89 DEGREES 59 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID TRACT 1, A DISTANCE OF 1119.39 FEET TO A 3/4 INCH REBAR WITH CAP STAMPED BRADS-KO 0041 MARKING THE NORTHWEST CORNER OF SAID TRACT 1, ALSO BEING A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18; THENCE NORTH 00 DEGREES 40 MINUTES 23 SECONDS WEST ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 18, A DISTANCE OF 272.26 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION CONTAINING 9.347 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS OF WAY OF RECORD.

LINE DATA

NUMBER	DIRECTION	DISTANCE
L1	N00°40'23"W	9.59'
L2	N45°56'54"W	42.82'
L3	S57°15'44"E	50.00'
L4	S45°56'54"E	19.16'
L9	S47°06'48"W	14.23'
L10	N23°09'27"E	61.26'
L11	S23°09'27"W	37.64'

CURVE DATA

NUMBER	RADIUS	ARC LENGTH	DELTA ANGLE	TANGENT	CHORD LENGTH	CHORD DIRECTION
C1	493.00'	37.84'	04°23'53"	18.93'	37.83'	S30°32'20"W
C2	64.00'	99.76'	89°18'37"	63.23'	89.96'	S45°19'41"E
C3	518.00'	517.85'	57°16'44"	282.89'	496.55'	N61°22'38"E
C4	25.00'	12.36'	28°19'32"	6.31'	12.23'	N13°29'23"E
C5	53.65'	61.66'	65°51'17"	34.74'	58.33'	S05°16'29"E
C6	53.65'	13.35'	14°15'08"	6.71'	13.31'	S45°19'41"E
C7	53.65'	61.66'	65°51'17"	34.74'	58.33'	S85°22'54"E
C8	25.00'	12.36'	28°19'32"	6.31'	12.23'	S75°51'14"W
C9	543.00'	37.20'	03°55'32"	18.61'	37.20'	N88°03'14"E
C10	543.00'	68.61'	07°14'23"	34.35'	68.57'	N82°28'17"E
C11	543.00'	65.45'	06°54'20"	32.76'	65.41'	N75°23'55"E
C12	543.00'	66.01'	06°57'56"	33.05'	65.97'	N88°27'47"E
C13	543.00'	73.82'	07°47'22"	36.97'	73.77'	N61°05'08"E
C14	115.00'	81.64'	40°40'33"	42.63'	79.94'	S67°21'17"E
C15	115.00'	57.14'	28°28'13"	29.17'	56.56'	N78°04'20"E
C16	115.00'	54.80'	27°18'02"	27.93'	54.28'	N50°11'12"E
C17	115.00'	52.82'	26°18'54"	26.88'	52.35'	N23°22'44"E
C18	115.00'	53.88'	26°50'41"	27.44'	53.39'	N03°12'03"W
C19	115.00'	56.71'	28°15'23"	28.95'	56.14'	N30°45'05"W
C20	493.00'	101.80'	11°49'53"	51.08'	101.62'	N38°39'12"E
C21	493.00'	112.33'	13°03'19"	56.41'	112.09'	N51°05'48"E
C22	493.00'	80.15'	09°18'53"	40.16'	80.06'	N62°16'54"E
C23	493.00'	88.54'	10°17'22"	44.39'	88.42'	N72°05'02"E
C24	493.00'	79.26'	09°12'41"	39.71'	79.17'	N81°50'03"E
C25	493.00'	30.78'	03°34'37"	15.39'	30.77'	N88°13'42"E
C26	39.00'	60.79'	89°18'37"	38.53'	54.82'	S45°19'41"E
C27	543.00'	231.78'	24°27'26"	117.68'	230.03'	N44°57'51"E
C28	115.00'	361.28'	180°00'00"	N/A	230.00'	N44°03'06"E
C29	543.00'	50.86'	05°22'01"	25.45'	50.84'	N54°30'34"E
C30	543.00'	130.33'	13°45'07"	65.48'	130.02'	N44°57'00"E
C31	543.00'	50.59'	05°20'18"	25.31'	50.57'	N35°24'17"E
C32	65.00'	204.20'	180°00'00"	N/A	130.00'	N44°03'06"E
C33	10.00'	15.71'	90°00'00"	10.00'	14.14'	S45°40'23"E
C34	10.00'	15.71'	90°00'00"	10.00'	14.14'	S44°59'00"E
C35	15.00'	23.56'	90°00'00"	15.00'	21.21'	S44°59'00"E
C36	65.00'	45.28'	39°54'46"	23.60'	44.37'	N70°03'37"E
C37	65.00'	57.50'	50°41'14"	30.79'	55.65'	N24°45'37"E
C40	53.65'	25.54'	27°16'14"	13.01'	25.30'	S51°50'15"E
C41	115.00'	15.49'	07°43'04"	7.76'	15.48'	S52°33'18"E



303 River Race Drive, Unit 206
Goshen, IN 46526
T 574.533.9913
F 574.533.9911
abonmarche.com

Portage/Kalamazoo
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Lafayette
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Engineering · Architecture · Land Surveying

JOB NO.: 19-1803
DATE: APRIL, 2022

SHEET 3 OF 3



**Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

4/25/2022

**Request for Road Closure on Emerson St., between West Purl and West
Douglas.**

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

The City of Goshen Water and Sewer Department will be installing a sewer lateral on 603 Emerson St. The excavation will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Emerson St. to thru traffic between West Purl St. and West Douglas St., Tuesday, April 26, 2022 and reopening for traffic on Thursday afternoon, April 28th, 2022, (Weather Permitting).

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

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", with a long, sweeping horizontal line extending to the right.

Kent Holdren
Superintendent of Goshen Water Department



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

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4/25/2022

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

Re; request for Sewer relief at 528 Alfalfa.

The Goshen Water and Sewer Department have investigated the claim for relief and has determined the water was leaking through the meter horn (see attached pictures) and did not enter the sewer; therefore it is the Sewer Department recommendation that sewer relief be granted for 528 Alfalfa, as calculated by the Billing Department for the amount of **\$995.46**.

Customer Billed November, December, January & February : \$1,634.02

Summer Sewer Amt: \$34.64

Credit \$1,495.46

After \$500.00 total Credit: Total **\$995.46**

Sincerely

A handwritten signature in black ink, appearing to read "Kent Holdren", is written over a light blue horizontal line.

Kent Holdren
Superintendent
Goshen Water Department

RECEIVED
APR 15 2022
BY: _____

April 12, 2022

To whom it may concern:

From approximately October 7, 2021, to February 4, 2022, there was water leak in the basement of my house at 528 Alfalfa Street, Goshen, Indiana. Because of my work schedule at the time and the holidays, I did not realize the extent of the leak.

This was caused by a failure of the seals on the meter horn.

The water was draining into a sump pump and not discharged into the sewer system. This was documented by an employee of the sewer department several days before the leak was fixed.

My understanding was that the sewer bill would be adjusted once the leak was fixed.

I did not realize until this week that a letter was needed in before the adjustment process could move forward.

I also didn't know that the late fees would keep accruing on the sewer portion during this time.

I am asking the board for relief from the sewer bill that accrued during this time as well as the late charges that were incurred during this time and the following months.

My understanding is that that the sewer bill during this time was \$995.46, according to the billing office.

Sincerely,

Jason Bontreger





Account Number
 Zone

Address
 Name

Code
 Description

Code	Description	Data	Addr/Occup
ALERT	ALERT	PER NICKH CAN GET SEWER RELI	
ALERT	ALERT	PER NICKH NEEDS METER HORN	
CALL	CALLED CUSTOMER	SPK HIGH USAGE 10-8-2021 ✓	
CALL	CALLED CUSTOMER	LM LEAK 11-8-2021 ✓	
CALL	CALLED CUSTOMER	LM LEAK 12-2-2021 ✓	
CALL	CALLED CUSTOMER	LM LEAK 1-5-2022 ✓	
CALL	CALLED CUSTOMER	LM LEAK 2-7-2022 ✓	
CUST	CUSTOMER CALLED	SPK @ COUNTER LEAK 2-1-2022 ✓	
CUST	CUSTOMER CALLED	SPK BAL/LEAK 4-12-2022 ✓	
FLEX	1 CF	1 CF	

Edit This Record

View | kellysaenz

Account Number - 235-3710-01 BONTREGER, JASON P Service Address: 528 ALFALFA ST

Service: 100 102 W-USAGE 3/4" METER Meter: 62131750

Month	Date	Read		Total	Demand		Reading		Occupant
		Previous	Current	Consumption	Read	Consumption	Flag	Source	
Year : 2022 Total 3									
Mar	03/01/2022	158337	159437	1100			Regular	Hand Held	01
Feb	02/01/2022	149226	158337	9111	✓		Regular	Hand Held	01
Jan	01/01/2022	141235	149226	7991	✓		Regular	Hand Held	01
Year : 2021 Total 9									
Dec	12/01/2021	137285	141235	3950	✓		Regular	Hand Held	01
Nov	11/01/2021	135041	137285	2244	✓		Regular	Hand Held	01
Oct	10/01/2021	133371	135041	1670			Regular	Hand Held	01
Sep	09/01/2021	132488	133371	883			Regular	Hand Held	01
Aug	08/01/2021	131343	132488	1145			Regular	Hand Held	01
Jul	07/01/2021	130611	131343	732			Regular	Hand Held	01
Jun	06/01/2021	130053	130611	558			Regular	Hand Held	01
May	05/01/2021	129596	130053	457			Regular	Hand Held	01
Apr	04/01/2021	129106	129596	490			Regular	Hand Held	01
				Avg 2528					

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
04/15/2022	021650	Payment	1529503	RG		900.00	1,061.99
04/15/2022	000000	Memo	1529503	Ex CUT-PMT 900.00CR			1,961.99
03/28/2022	021595	Bill		2/01- 3/01 04/18	142.68		1,961.99
03/23/2022	021582	Late Charge		fixed 2/4	90.83	-	1,819.31
03/22/2022	021495	Memo		Excluded Cutoff			1,728.48
02/28/2022	021511	Adjustment		APPLY CREDITS			1,728.48
02/28/2022	021511	Bill		1/01- 2/01 03/21	908.20		1,728.48
02/23/2022	021495	Late Charge			74.57	-	820.28
02/22/2022	021494	Payment	1515844	RG		280.00	745.71
02/23/2022	021493	Adjustment		ADJUST S USAGE CHG	credit	- 500.00	1,025.71
02/22/2022	021400	Memo		Excluded Cutoff			1,525.71
01/24/2022	021403	Bill		12/01- 1/01 02/21	803.24		1,525.71
01/21/2022	021400	Late Charge			40.89	-	722.47
01/18/2022	021294	Memo		Excluded Cutoff			681.58
12/27/2021	021306	Bill		11/01-12/01 01/18	408.85		681.58
12/21/2021	021294	Late Charge			24.79	-	272.73
12/08/2021	021267	Payment	1497794	RG		221.30	247.94
12/08/2021	000000	Memo	1497794	Ex CUT-PMT 221.30CR			469.24
11/22/2021	021209	Bill		10/01-11/01 12/20	247.94		469.24
11/17/2021	021204	Late Charge			11.16		221.30
11/16/2021	021117	Memo		Excluded Cutoff			210.14
10/25/2021	021122	Bill		9/01-10/01 11/15	111.58		210.14
10/21/2021	021117	Late Charge			8.96		98.56
09/27/2021	021026	Bill		8/01- 9/01 10/18	89.60		89.60
09/10/2021	020988	Payment	1474397	ADS VISA		96.91	0.00
08/23/2021	020929	Bill		7/01- 8/01 09/20	96.91		96.91
07/27/2021	020868	Payment	1462267	RG		214.59	0.00
07/27/2021	000000	Memo	1462267	Ex CUT-PMT 214.59CR			214.59
07/26/2021	020859	Bill		6/01- 7/01 08/16	85.39		214.59
07/21/2021	020850	Late Charge			8.05		129.20
07/20/2021	020780	Memo		Excluded Cutoff			121.15
06/28/2021	020782	Bill		5/01- 6/01 07/19	80.52		121.15
06/24/2021	020780	Late Charge			3.69		40.63
06/10/2021	020739	Payment	1450372	0120		125.00	36.94
06/10/2021	000000	Memo	1450372	Ex CUT-PMT 125.00CR			161.94
05/24/2021	020696	Bill		4/01- 5/01 06/21	75.45		161.94
05/20/2021	020691	Late Charge			7.86		86.49
04/26/2021	020623	Bill		3/01- 4/01 05/17	78.63		78.63

Bills adjusted: 11/22, 12/27, 1/24, 2/28 - Total - 1,495.46

Late fees - 140.25

payments - 2/22 \$280
4/15 \$900

500 - office credit
995.46 - BOWIS



Water & Sewer Utilities Business Office
CITY OF GOSHEN
203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961
watersewer@goshencity.com • www.goshenindiana.org

Request for Sewer Charge Adjustment

All fields must be filled out to process this request

Account#: 235-3710-01

Account Holder Name: JASON BONTREGER

Service Address: 528 ALFALFA ST

Contact Phone: _____

Date of Leak: 10/1 - 2/4

Cause of Leak: union @ the meter

Has Leak Been Repaired: yes - needs meter horn

Has Leak Been Verified: yes Nick Hornum

Total Amount of Credit: \$1495.46

\$500 in office
\$995.46 BOW

119.30
236.33
530.32
60.51
} \$1,495.46

Date	Packet	Type	Receipt #	Reference	Debits	Credits	Balance
02/22/2022	021400	Memo		Excluded Cutoff			1,525.71
01/24/2022	021403	Bill		12/01- 1/01 02/21	803.24		1,525.71
01/21/2022	021400	Late Charge			40.89		722.47
1/18/2022	021294	Memo		Excluded Cutoff			681.58
12/27/2021	021306	Bill		11/01-12/01 01/18	408.85		681.58
12/21/2021	021294	Late Charge			24.79		272.73
12/08/2021	021267	Payment	1497794	RG		221.30	247.94
12/08/2021	000000	Memo	1497794	Ex CUT-PMT 221.30CR			469.24
11/22/2021	021209	Bill		10/01-11/01 12/20	247.94		469.24
11/17/2021	021204	Late Charge			11.16		221.30
11/16/2021	021117	Memo		Excluded Cutoff			210.14
10/25/2021	021122	Bill		9/01-10/01 11/15	111.58		210.14
10/21/2021	021117	Late Charge			8.96		98.56
09/27/2021	021026	Bill		8/01- 9/01 10/18	89.60		89.60
09/10/2021	020988	Payment	1474397	ADS VISA		96.91	0.00
08/23/2021	020929	Bill		7/01- 8/01 09/20	96.91		96.91
07/27/2021	020868	Payment	1462267	RG		214.59	0.00
07/27/2021	000000	Memo	1462267	Ex CUT-PMT 214.59CR			214.59
07/26/2021	020859	Bill		6/01- 7/01 08/16	85.39		214.59
07/21/2021	020850	Late Charge			8.05		129.20
07/20/2021	020780	Memo		Excluded Cutoff			121.15
06/28/2021	020782	Bill		5/01- 6/01 07/19	80.52		121.15
06/24/2021	020780	Late Charge			3.69		40.63
06/10/2021	020739	Payment	1450372	0120		125.00	36.94
06/10/2021	000000	Memo	1450372	Ex CUT-PMT 125.00CR			161.94
05/24/2021	020696	Bill		4/01- 5/01 06/21	75.45		161.94
05/20/2021	020691	Late Charge			7.86		86.49
05/16/2021	020623	Bill		3/01- 4/01 05/17	78.63		78.63
04/06/2021	020569	Payment	1434388	RG 7576142		167.41	0.00
04/06/2021	000000	Memo	1434388	Ex CUT-PMT 167.41CR			167.41
03/22/2021	020539	Bill		2/01- 3/01 04/19	85.87		167.41
03/18/2021	020523	Late Charge			7.43		81.54
02/22/2021	020451	Adjustment		APPLY CREDITS			74.11
02/22/2021	020451	Bill		1/01- 2/01 03/15	81.82		74.11

As count
sewer
for bills

11/22- 10/1- 11/1
12/27 11/1- 12/1
1/24- 12/1- 1/1
2/28- 1/1- 2/1

Leak fixed on 2/4/22-

Saenz, Kelly

From: Hornish, Nick
Sent: Tuesday, February 22, 2022 2:59 PM
To: Saenz, Kelly
Cc: Garcia, Brittney
Subject: Re: 528 ALFALFA
Attachments: image0.jpeg; Video.mov; image1.jpeg; image2.jpeg

Sorry I forgot about this. The homeowner showed me where the leak was after the meter at the union for the meter horn. It was leaking into a cooler with a hose that ran to the sump pump. The sump pump was not plumbed into the sewer. He will qualify for the relief. I tried to go above and beyond by trying to put a new gasket in the union fitting but the meter horn had more issues than that. I had advised him to get a plumber and a new meter horn. Pictures are attached.

Sent from my iPhone

On Feb 21, 2022, at 11:35 AM, Saenz, Kelly <kellysaenz@goshencity.com> wrote:

Nick,

This address is set for disconnect tomorrow- however it appears as if you verified a leak at this address a month or so ago.

Do you have any information you can share so we can contact this customer?

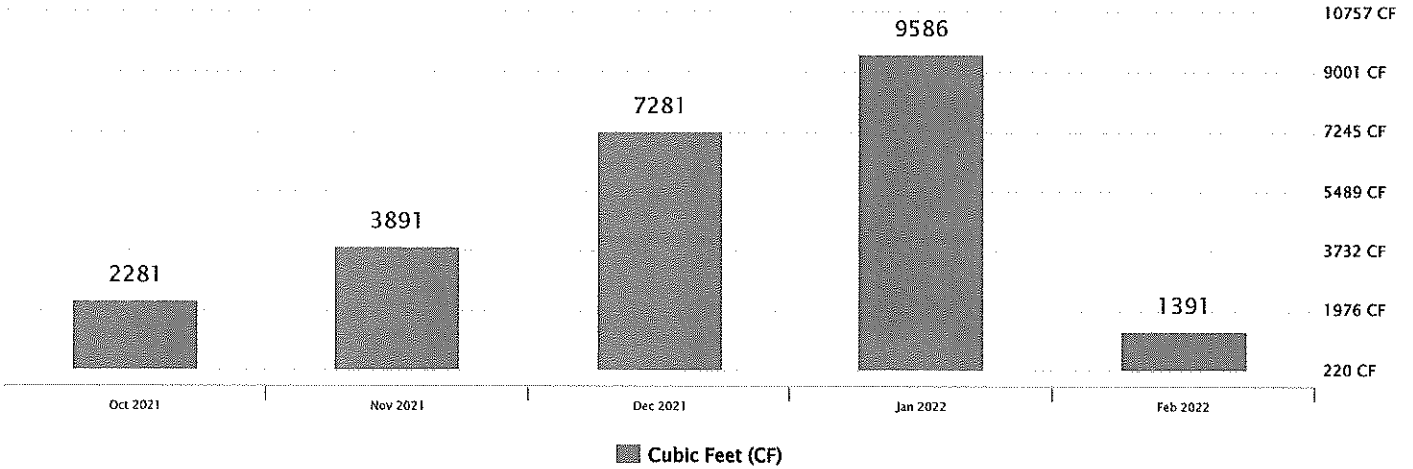
Thanks!

Kelly Saenz, Manager
City of Goshen
Water & Sewer Utilities Business Office
203 South Fifth Street
Goshen IN 46528
574-534-1706
574-533-6961 (fax)

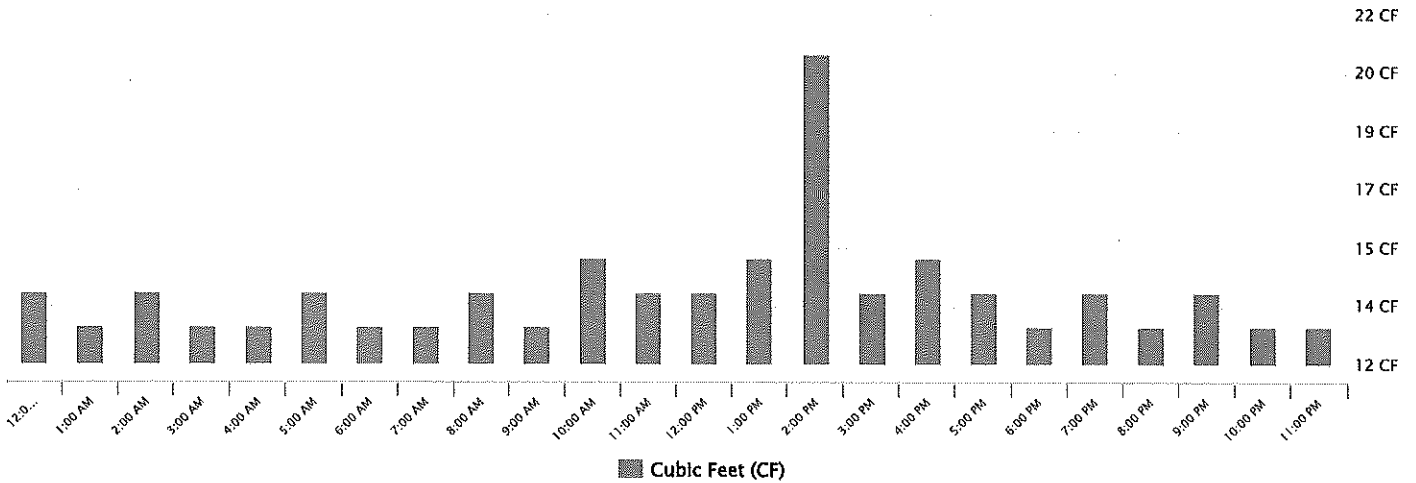
10/01/2021 - 02/22/2022

Device Number: 62131750
Account Number: 235-3710-01
Radio Number: 16073554
Customer Name: JASON P BONTREGER
Processed Date/Time: Feb 22, 2022 2:20:04 AM
Uploaded Date/Time: Feb 21, 2022 9:02:44 PM
Location: 528 Alfalfa St Goshen City IN 46528

Consumption Overview - Volume (CF)



Volume (CF)

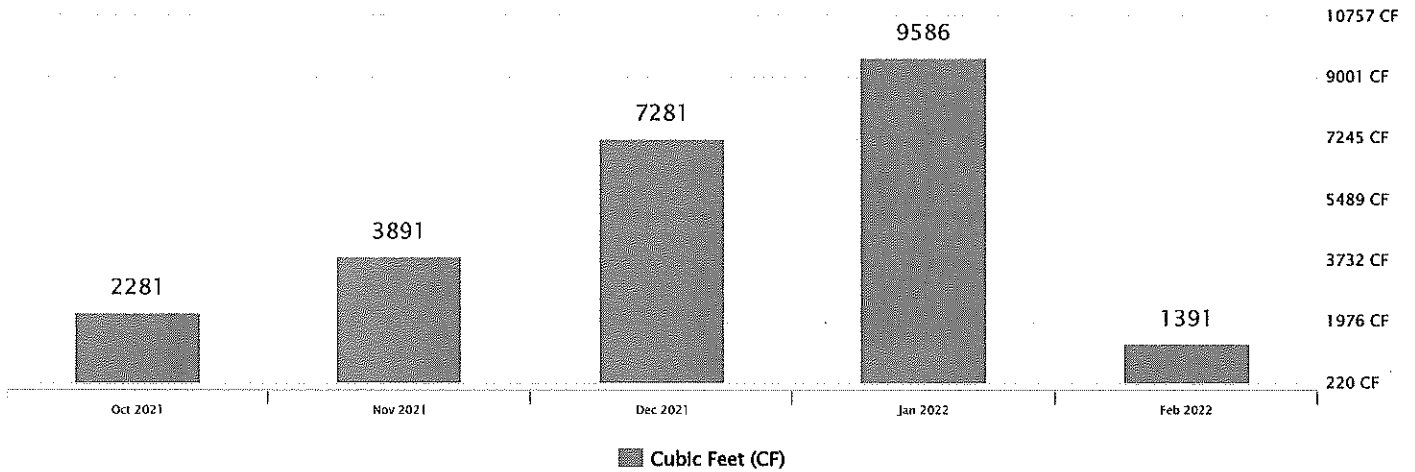


Volume (Gal)

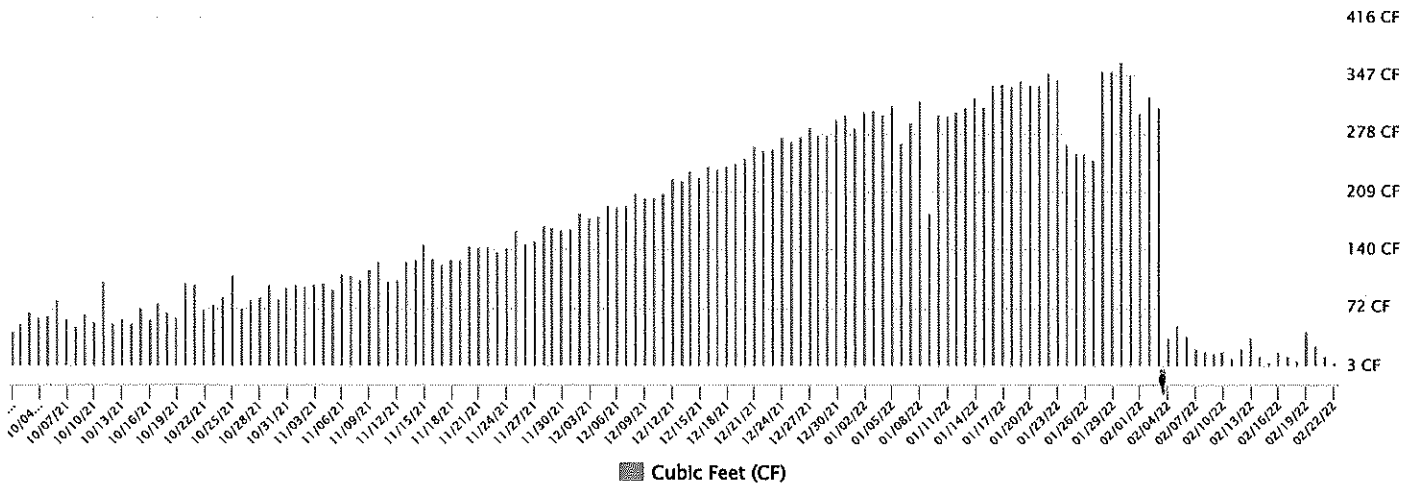
10/01/2021 - 02/22/2022

Device Number: 62131750
Account Number: 235-3710-01
Radio Number: 16073554
Customer Name: JASON P BONTREGER
Processed Date/Time: Feb 22, 2022 2:20:04 AM
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Consumption Overview - Volume (CF)



Volume (CF)

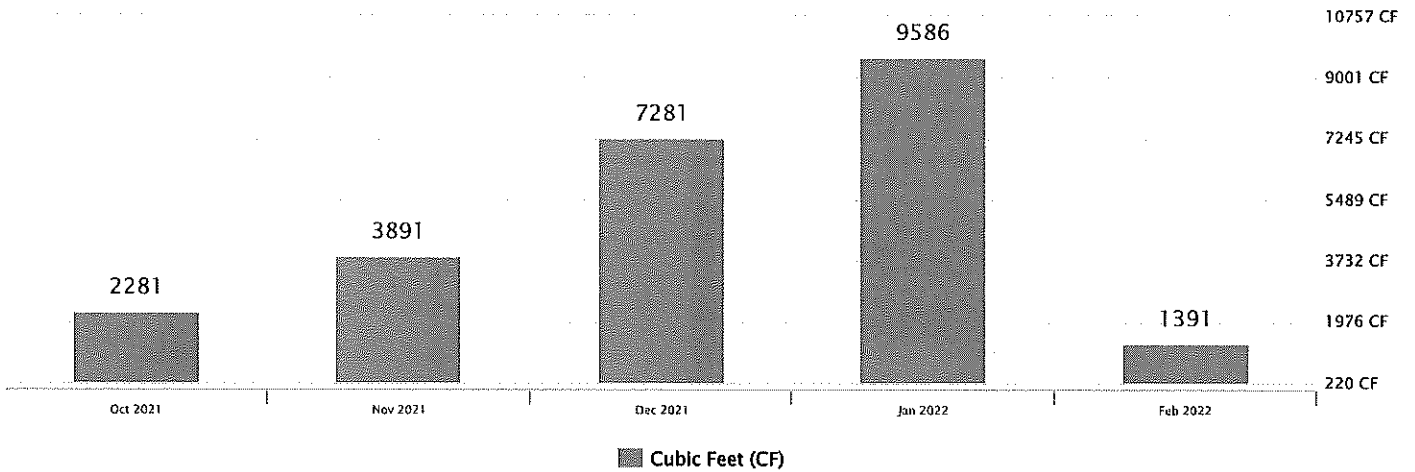


Volume (Gal)

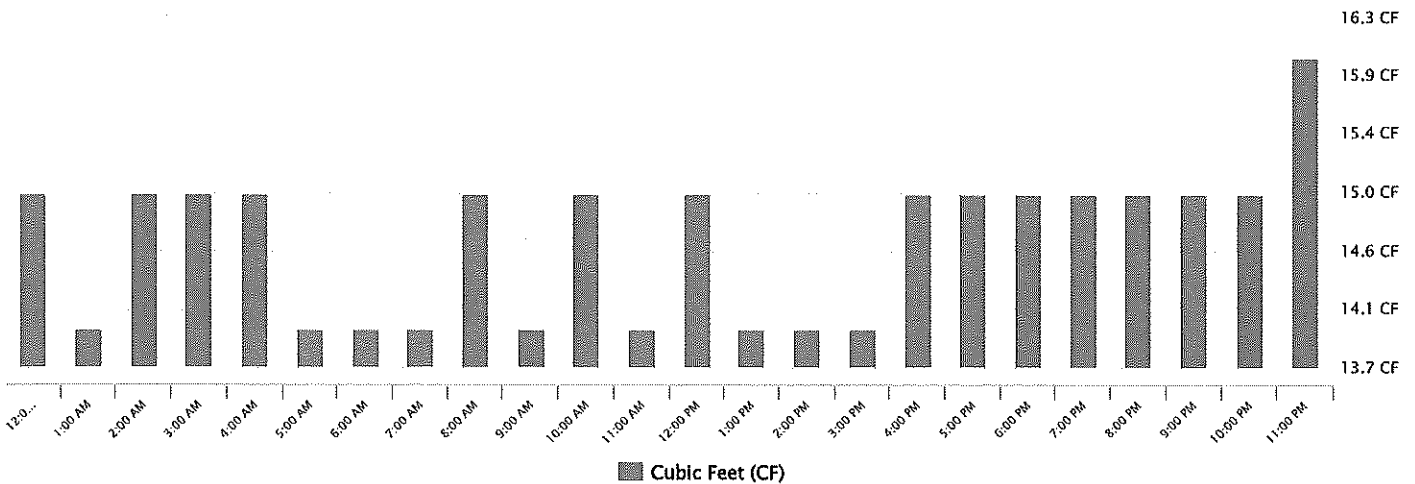
10/01/2021 - 02/22/2022

Device Number: 62131750
Account Number: 235-3710-01
Radio Number: 16073554
Customer Name: JASON P BONTREGER
Processed Date/Time: Feb 22, 2022 2:20:04 AM
Uploaded Date/Time: Feb 21, 2022 9:02:44 PM
Location: 528 Alfalfa St Goshen City IN 46528

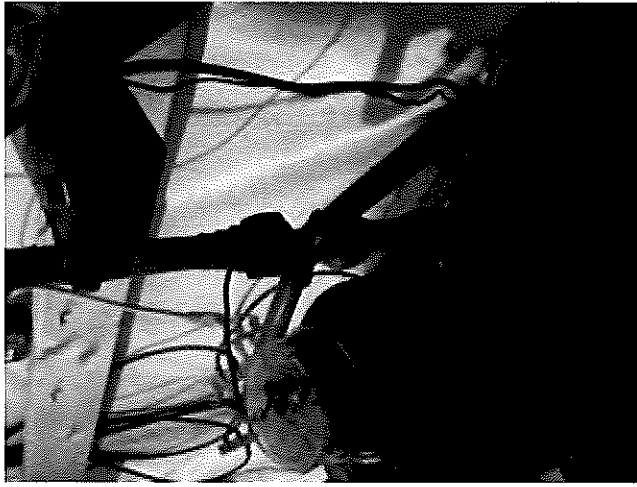
Consumption Overview - Volume (CF)

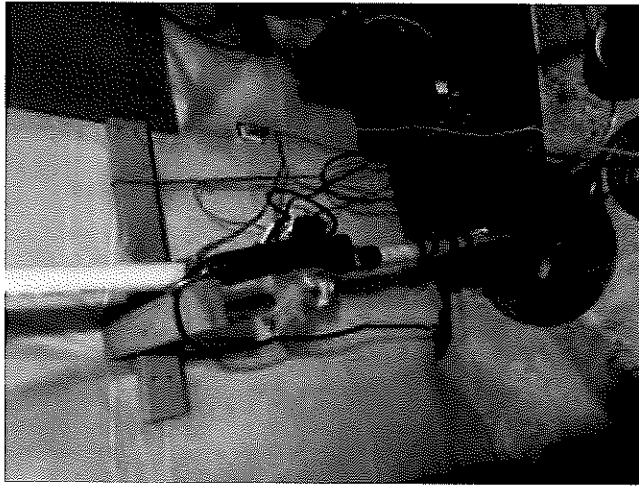


Volume (CF)



Volume (Gal)







2-23-2022 9:36 AM
PACKET: 21493 SEWER RELIEF 2-23-2022
POSTING DATE: 2/23/2022

R E C E I P T R E G I S T E R

=== A D J U S T M E N T S ===

ACCOUNT CODE	NAME	DATE	AMOUNT	REVENUE DISTRIBUTION
CODE	FLAGS: CUT REF	REFERENCE		
3710-01	BONTREGER, JASON P	2/23/2022	500.00CR 200-S-USE	500.00CR 606-498-00-380.0001
ASU-ADJUST S USAGE CHG	N N	ADJUST S USAGE CHG		
				BALANCE * 1,025.71 *

=== A D J C O D E T O T A L S ===

ASU	1	500.00CR 200-S-USE	500.00CR
REPORT TOTAL ADJUSTMENTS:	1	500.00CR 200-S-USE	500.00CR



**Building Department
CITY OF GOSHEN**

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

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

April 25, 2022

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

RE: ELECTRICAL LICENSE REQUEST FOR ELTON M. WEAVER

Elton M. Weaver with Weaver Service LLC, in Rochester, Indiana, has met the requirements for a City of Goshen Electrical License. Mr. Weaver took the required Prometric exam on August 5, 2013, and received a passing score of 87%. Mr. Weaver presently holds a valid electrical license with St. Joseph County, and is requesting a reciprocal license with the City of Goshen.

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

Regards,

A handwritten signature in black ink that reads "Myron Grise". The signature is written in a cursive style and is contained within a white rectangular box.

Myron Grise
Building Commissioner/
Commercial Building Inspector

PROMETRIC



EXAMINATION RESULTS NOTIFICATION

August 9, 2013

EMW Rochester

XXX-XX-0843

Dear Candidate:

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

Your score(s) are as follows:

08/05/2013	Elkhart, IN		
	Master Electrical	87	Pass

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

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

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

Please fill out the order form below, cut along the dotted line, then send the completed form to Prometric. Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800)813-6670. All others send to Prometric, 1260 Energy Lane, St. Paul, MN 55108. Allow 2-3 weeks for delivery.

Certificate of Achievement Request

EMW Rochester

XXX-XX-0843

City of Eikhart (Electrical) - Master Electrical - 08/05/2013 Quantity _____
x \$30.00 = _____

For credit card payment, complete the following. Card Type: Visa Mastercard

Card No. _____ Exp. Date _____

Signature _____

IN40 - bas-inelkh - J

4/7/2022 12:39:58 PM

License \$125.00

Credit Card \$175.00

ddecocke

50337

No. 5210-22

ELECTRIC LICENSE

\$125.00

ST. JOSEPH COUNTY AND CITY OF SOUTH BEND, INDIANA

April 7, 2022

WHEREAS, **ELTON WEAVER, dba WEAVER SERVICE, LLC** having this day paid to the Building Department the sum of One Hundred Twenty Five Dollars and Zero Cents is hereby **REGISTERED** to operate in the unincorporated areas of **ST. JOSEPH COUNTY** and the **CITY OF SOUTH BEND**, as a

Class "A" (Contractor);

THIS REGISTRATION EXPIRES: May 14, 2022



_____, Building Commissioner
Randy James

2770 W. 600 N.
ROCHESTER, IN 46975

(574)223-2771

THIS LICENSE IS NOT TRANSFERABLE



**Building Department
CITY OF GOSHEN**

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

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

April 25, 2022

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

RE: MECHANICAL LICENSE REQUEST FOR KENNETH R. KERR

Kenneth R. Kerr with K-Clean Service Co., in Chesterton, Indiana, has met the requirements for a City of Goshen Mechanical License. Mr. Kerr took, and passed with a sufficient score, the ICC Master Mechanical exam in June 2018. Mr. Kerr presently holds a valid mechanical license with Michigan City, Indiana, and is requesting a reciprocal license with the City of Goshen.

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

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector

City Of Elkhart, Indiana

Office of City Controller

Date: April 14, 2022

License Number: 018599

KENNETH R. KERR

Having deposited this day with
the City Controller

\$ 50.00

Is hereby registered as MECHANICAL CLASS A

WITHIN THE City Limits of Elkhart, Indiana

Issued: April 14, 2022

Expires: December 31, 2022

C. James Arce

City Controller

KENNETH R. KERR

Please find attached your license for the current year. Please detach and keep for your records.

Please notify the City Office of any changes that might need to be made to the license information.

Thank you for your time.

City Controllers Office

KENNETH R. KERR
740 E OAK HILL RD
PORTER IN 46304



MICHIGAN CITY INDIANA

Michigan City Planning and Inspection Department ~ Skyler Y. York, Plan Director – phone: 219.873.1419
100 E. Michigan Boulevard - Michigan City, IN 46360

April 14, 2022

To whom it may concern:

RE: Kenneth Kerr
740 E Oak Hill Road
Porter, IN 46304

Kenneth Kerr with K-Clean Inc passed the ICC Master Mechanical Exam in June 2018. He is a licensed mechanical contractor in good standing in the City of Michigan City. K-Clean has always operated in a consistently reputable manner in Michigan City.

PLANNING/INSPECTION DEPARTMENT

Sue Downs, Building Commissioner

DUANE PARRY – MAYOR

City of Michigan City ~ City Hall ~ 100 East Michigan Boulevard, Michigan City, IN 46360 ~ phone: 219-873-1400
Web: emichigancity.com ~ email: dparry@emichigancity.com