



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., May 23, 2022

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Note: Board member DeWayne Riouse will be absent

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: May 16, 2022

Approval of Agenda

- 1) Fire Department:** Request for lane closure for Memorial Day wreath ceremony
- 2) Business request:** Goshen Brewing Co. request to use parking lot and electricity for music festival, Aug. 27, 2022
- 3) Downtown Goshen, Inc. requests:** Closure, police and other service requests for First Fridays and related events in June, July, August, September and October
- 4) Planning & Zoning Department:** Elkhart Road at Rieth Subdivision - Acceptance of Plat
- 5) Legal Department:** Agreement with Abonmarche Consultants, Inc. for topographic and boundary surveying services for the Hess Riverdale Addition and Merit Learning Center
- 6) Legal Department:** Resolution 2022-17 – Designating the City of Goshen Building Commissioner with Authority to Review, Issue, and Register Electrical and Mechanical Contractor Licenses under Ordinance Number 5120
- 7) Engineering Department:** Drainage plan approval for Elkhart Road at Reith subdivision (JN: 2021-2034)
- 8) Engineering Department:** Lane restrictions request for Madison Street reconstruction (JN: 2021-0016)



9) Engineering Department: Lane restrictions request for Lincoln Avenue and alley closure for fiber installation

10) Clerk-Treasurer: Board of Works schedule check for the remainder of 2022 and request to cancel June 19 and Nov. 7 meetings and reinstate the Oct. 10 meeting

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE May 16, 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:

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

REVIEW/APPROVE MINUTES: Minutes of the May 9, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Clerk-Treasurer Aguirre noted that three typographical errors on pages 3 and 5 had been corrected. Board member Mike Landis moved to approve the minutes as amended and the motion was seconded by Board member Barb Swartley. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda, noting that removed from the agenda was item #5 – *Agreement for surveying services at the Hess Riverdale Addition and Merit Learning Center with Jones Petrie Rafinski, Corp.* – because the agreement wasn't ready. Board member Landis moved to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 5-0.

1) **OPENING OF BIDS** (were due at 1:45 p.m. on May 9, 2022 in the Clerk-Treasurer's Office):

New Goshen Parks Maintenance Building Construction

Project: Goshen Parks Maintenance Building Construction project, including but not limited to a new building structure, asphalt parking and maneuvering areas, utilities, storm sewer, stormwater retention and fencing.

Mayor Stutsman opened the bids received for the Goshen Parks Maintenance Building Construction project.

These were the results of the bids:

- R. Yoder Construction, Inc. of Nappanee, Indiana, a base bid of \$3,187,778.59.
- Nuway Construction Co. of Goshen, Indiana, a base bid of \$2,456,081.

Mayor Stutsman/Landis moved to refer the bids to the Legal Department for review. Motion passed 5-0.

2) **Fire Department: Conditional offer of employment to Evan T. Baker**

Shannon Marks, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to Evan T. Baker as a probationary firefighter and authorize the Mayor to execute the Conditional Offer of Employment. Marks said the agreement set forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter, and required Evan Baker to successfully complete all training requirements once employed and serve as an active paramedic.

Landis/Swartley moved to extend a conditional offer of employment to Evan T. Baker as a probationary firefighter and authorize the Mayor to execute the Conditional Offer of Employment. Motion passed 5-0.



3) Neighborhood requests: Historic Southside Neighborhood Association request for dump trailers in June and September and the partial closure of 7th Street for an Aug. 27 block party

Terri Wentz of the Historic Southside Neighborhood Association, asked the Board to approve half-price rates for the use of three trailers in June for the neighborhood's Spring Clean-up and in September for its Fall Clean-up and to approve closing the 500 block of South 7th Street on the afternoon of Aug. 27 for its annual picnic.

In her written request, Wentz indicated that the clean-ups will be the weekends of June 10-12 and Sept. 9-12 and she asked for the use of the trailers for half of the usual cost of \$75 per trailer to be placed at three neighborhood locations to dispose larger items (no yard waste). The closure of the 500 block of South 7th would be from 4 p.m. to 8 p.m. on Aug. 27 for the association's annual picnic and block party. She also requested the use of City barricades.

Mayor Stutsman thanked Wentz for the neighborhood's clean-up efforts.

Landis/Swartley moved to approve the Historic Southside Neighborhood Association's requests for reduced rates for City dump trailers for "Clean-ups" the weekends of June 10-12 and Sept. 9-12 and the closure of the 500 block of South 7th, from 4 p.m. to 8 p.m. on Aug. 27, for the association's annual picnic and block party.

Motion passed 5-0.

4) Legal Department: Acceptance of easements and deeds of dedication from Ryan Thwaites

Shannon Marks, a paralegal with the City Legal Department, asked the Board to accept the three easements and three deeds of dedication from Ryan Thwaites, and authorize the Mayor to execute the acceptance.

Marks said all three easements, which are for drainage, stormwater and utility purposes, are located on the north side of the 16000-block of County Road 36 (College Avenue). Maps were included with each document before the acceptance page in the agenda packet.

Landis/Swartley moved to accept the three easements and three deeds of dedication from Ryan Thwaites, and authorize the Mayor to execute the acceptance. **Motion passed 5-0.**

5) Building Department: Request for City of Goshen electrical license

City Building Commissioner/Commercial Building Inspector Myron Grise asked the Board to approve a City of Goshen electrical license for Jeffrey Olszewski with Orchard Electric, Alsip, Illinois.

Grise said Olszewski took an acceptable exam on Oct. 27, 2021 and received a passing score. He presently holds a valid electrical license with Allen County, and is requesting a reciprocal license with the City of Goshen

Landis/Swartley moved to approve a City of Goshen a City of Goshen electrical license for Jeffrey Olszewski with Orchard Electric, Alsip, Illinois. **Motion passed 5-0.**

6) Building Department: Request for City of Goshen mechanical license

City Building Commissioner/Commercial Building Inspector Myron Grise asked the Board to approve a City of Goshen mechanical license for Kerry L. Nott with J.O. Mory, Inc., Wolcottville, Indiana.

Grise said Nott took the required Prometric exam on Jan. 9, 2006, and received a passing score of 75%. He holds a valid mechanical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Landis/Swartley moved to approve a City of Goshen a City of Goshen mechanical license for Kerry L. Nott with J.O. Mory, Inc., Wolcottville, Indiana. **Motion passed 5-0.**



7) Water & Sewer Department: Request for partial closure of North 8th Street, May 17-19

Matt Beard, the Supervisor of the City Water and Sewer Department, asked the Board for permission to close North 8th Street to thru traffic, between Middlebury Street and Summit Street, Tuesday, May 17, 2022 and reopening for traffic on Thursday afternoon, May 19, 2022 (weather permitting).

Beard said City staff will be repairing a sewer main on North 8th Street and the excavation will be approximately 10 feet in depth. The closure was requested for the safety of the work crews and the public. He said City staff would notify Goshen Schools, EMS and ensure that garbage containers are moved to the appropriate locations for pick up.

Landis/Swartley moved to approve the closure of North 8th Street to thru traffic, between Middlebury Street and Summit Street, Tuesday, May 17, 2022 and reopening for traffic on Thursday afternoon, May 19, 2022 (weather permitting). Motion passed 5-0.

8) Water & Sewer Department: Request for closure of South 5th Street and East Washington Street intersection, May 18-20

Matt Beard, the Supervisor of the City Water and Sewer Department, asked the Board for permission to close the intersection of South 5th Street and East Washington Street to thru traffic, starting 8 a.m. on Wednesday, May 18 and reopening for traffic on Friday evening, May 20.

Beard said City staff will be repairing a main line sewer at the intersection of South 5th Street and East Washington Street and the work will require excavation of the road, with a trench that will be about 10 feet deep.

Beard said the closure was requested for the safety of the work crews and the public. He said City staff would notify Goshen Schools, EMS and ensure that garbage containers are moved to the appropriate locations for pick up.

Landis/Swartley moved to approve the closure of the intersection of South 5th Street and East Washington Street to thru traffic, starting 8 a.m. on Wednesday, May 18 and reopening for traffic on Friday evening, May 20. Motion passed 5-0.

9) Engineering Department: Request to approve balancing change order, decreasing the contract amount, for the Wilden Tree Clearing Project (JN: 2014-0035)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the balancing Change Order No. 1 decreasing the contract by \$81,290.00 for a final contract amount of \$198,600 for the Wilden Tree Clearing Project (JN: 2014-0035).

Sailor said the Engineering Department found a reduction in the planned number of trees to be removed along Wilden Avenue due to trees that were removed before the project started. Change Order No. 1 will decrease the current contract price by \$81,290.00, making the final contract amount \$198,600.00, a 29.04% decrease over the original contract of \$279,890.00.

Landis/Swartley moved to approve balancing Change Order No. 1 decreasing the contract by \$81,290.00 for a final contract amount of \$198,600 for the Wilden Tree Clearing Project (JN: 2014-0035). Motion passed 5-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:13 p.m.



City Fire Department Assistant Chief of Operations Anthony Powell told the Board that the Fire Department will soon be forwarding to Board members for review the Fire Department policies that have been revised by Lexipol, a Texas-based company that develops policies for public safety agencies. Powell said the tentative plan is to bring the policies to the Board for review and approval on June 20.

Mayor Stutsman said he hopes the Board will be able to review the policies over the coming weeks and approve them when requested. City Attorney Bodie Stegelmann said there will be fewer Fire Department policies than those approved for the Goshen Police Department earlier this year.

Clerk-Treasurer Aguirre advised Board of Works members that he will be asking next week if they know of any upcoming dates they will be on vacation or otherwise unable to attend Board meetings. Aguirre also said the date of the annual Accelerate Indiana Municipalities (AIM) Ideas Summit has been shifted from October to November and he will be recommending the Board not meet the Monday following the summit. He asked Board members to check their schedules before the May 23 meeting.

Mayor Stutsman announced that the Board will meet next week, May 23, but not the Monday after that, May 30, which will be the Memorial Day holiday.

There were no further public comments, so the Mayor closed the public comment period at 2:14 p.m.

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

Mayor Stutsman adjourned the meeting at 2:14 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN

209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

May 17, 2022

To: The Board of Works and Public Safety

RE: Memorial Day Wreath Ceremony

From: Fire Chief Danny Sink

On behalf of the VFW and the DAV; I am requesting permission to close the west bound lane/s on Lincoln Avenue at the Lincoln Avenue Bridge for the annual Veteran's wreath ceremony at 08:30 on May 30, 2022. The annual ceremony usually takes approximately 15-20 minutes and normal traffic should be re-established by 09:00. Thank you for your consideration.

Goshen Brewing Co.
315 West Washington St.
Goshen, IN 46526

To: Goshen City Board of Works

Subject: Music Fest on public parking lot adjacent to Goshen Brewing Co. 8/27/22 9-11pm

Goshen Brewing Co. is planning a ticketed music festival on 8/27/22 and is requesting use of $\frac{2}{3}$ of the parking lot for this event. See attached map. We are also requesting use (we are glad to pay) of city power of 100 amps to help power the event in a way that will be sufficient. We will hire an electrician to tie into the power if approved.

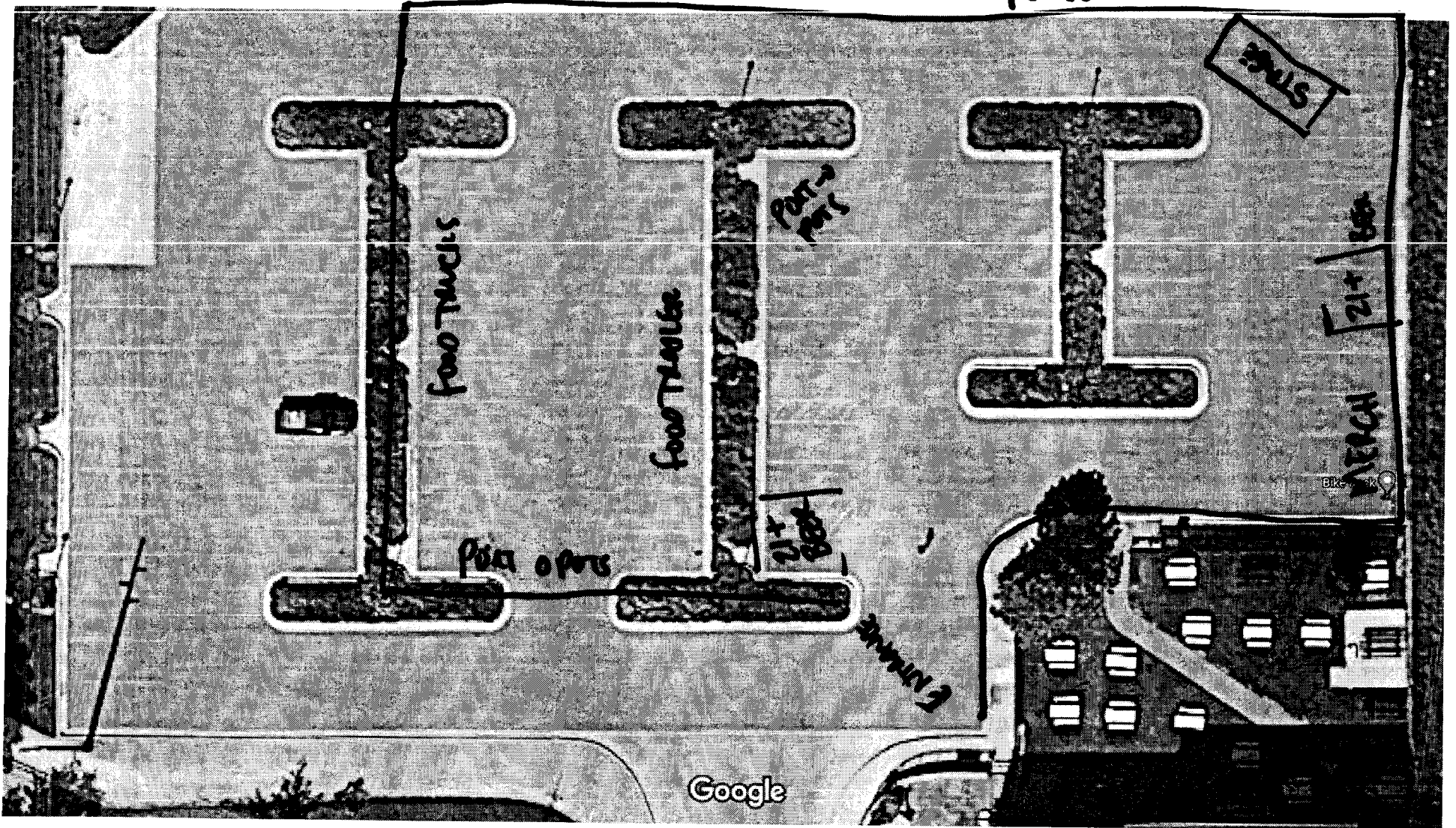
Details: We will have 3-4 food trucks, beer tents, art, and live music throughout the day. We have secured 4 nationally touring bands and a local opener. We anticipate that this event will draw people in from the greater region and hopefully continue to grow this festival throughout the years.

Thank you for your consideration,
Jesse Sensenig

Google Maps

NEED CM POWER

FENCE



Map data ©2021 , Map data ©2021 Google 20 ft



324 S Main St. Goshen, IN 46528
adrienne@gmail.com
(574) 238-5572

Board of Works Request
May 18, 2022

Outdoor events have begun and Eyedart, on behalf of **Downtown Goshen, INC**, would like to make all of our closure requests for First Fridays in June, July, August, September, and October.

1. What parking spaces/streets do you want to close/use? **Each month's description and needs are listed below.**
2. Why do you want to close them? What activities will take place? **First Fridays**
3. When do you want to start the closure, and when will the closure end? **Listed below**
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces? The Board will want to know that others affected have been informed and support your request. **When we are giving a BOW date, we will email all the downtown businesses letting them know when we'll be presenting, along with the details of our request.**
5. Do you require any barricades from the Street Department to accomplish the closure for your event? **We will collaborate with the Street Department on all of our needs for the summer.**

Summer Kick-Off

Friday and Saturday, June 3 and 4

Downtown takes to the streets for a two-day festival to celebrate the start of summer -- because a party this fun can't be contained in one! Visit Downtown Goshen shops and restaurants out-of-doors and on the sidewalks to take advantage of summertime promotions and specials. Children's activities, food vendors, a beer tent, and live music on the First Fridays stage promise something entertaining and tasty to usher in the sweet summer season.

-Street Closure/No Parking on Main Street from Lincoln to Jefferson and on Washington St from 3rd to 5th Friday, June 3rd at 8 a.m. until Saturday June 4th at 8 p.m.

-Trash Trailer parked behind the Electric Brew

-2 Police officers from 5 - 9 p.m. on June 3rd

-2 Street Department crew for trash assistance from 5 - 9 p.m.

Celebrate Goshen

Friday, July 1

Join downtown for a First Fridays spectacular dedicated to the sights, sounds, and flavors found only in the heart of Goshen. Experience the rich diversity that's grown up along with the community itself: try food prepared by eclectic local vendors, and listen to music across various genres performed by regional bands. A car show celebrating car culture in its many regional forms (We're looking at you, great Midwest!) will be

open to all ages. Enjoy outdoor eating, drinking, and retail specials for this showcase of all things Goshen in a rousing retail opening to the holiday weekend.

-Street Closure/No Parking on Main Street from Clinton to Lincoln and from Lincoln to Jefferson and on Washington St from 3rd to 5th Friday, July 1st at 8 a.m. until 10 p.m.

-Trash Trailer parked behind the Electric Brew

-2 Police officers from 5 - 9 p.m.

-2 Street Department crew for trash assistance from 5 - 9 p.m.

The Goshen Games

Friday and Saturday, August 5 and 6

Multiple locations in Downtown Goshen

All's mostly fair and *entirely* fun for The Goshen Games! Play around in downtown and enjoy a variety of tournaments and family-friendly competitions scheduled over the course of this good-natured, two-day, sporting extravaganza. Planned events including cornhole and sand volleyball will play out alongside the shopping promotions, restaurant specials, and creative First Fridays events that make Downtown Goshen a gold medal destination for everyone.

-Street Closure/No Parking on Main Street from Lincoln to Jefferson and on Washington St from 3rd to 5th Friday, August at 8 a.m. until 10 p.m.

-Street Closure/No Parking on Main St from Washington to Jefferson until Monday, August 8th for sand removal

-Trash Trailer parked behind the Electric Brew

-2 Police officers from 5 - 9 p.m.

-2 Street Department crew for trash assistance from 5 - 9 p.m.

VolksFest

Friday, September 2

Downtown's groovy VolksFest packs an evening full of the things Goshen loves most: local "volks," food, and beer; downtown shopping; live music; family activities; and a showcase of area-owned VOLKSwagen Beetles and Buses!

-Street Closure/No Parking on Main Street from Lincoln to Jefferson and on Washington St from 3rd to 5th Friday, September 2nd at 8 a.m. until 10 p.m.

-Trash Trailer parked behind the Electric Brew

-2 Police officers from 5 - 9 p.m.

-2 Street Department crew for trash assistance from 5 - 9 p.m.

Harvest Festival

Friday, October 7

Celebrate fall in all her glory in downtown Goshen. Fire pits, a fall fashion show, and seasonal food and drinks are all part of this crisp and festive evening. Pumpkin decorating and a petting zoo for children round out the evening's activities. Harvest Festival First Fridays falls at the start of Goshen College's homecoming weekend, as well, offering additional special events at the Goshen Theater.

-Street Closure/No Parking on Main Street from Lincoln to Jefferson and on Washington St from 3rd to 5th Friday, October 7th at 8 a.m. until 10 p.m.

-Trash Trailer parked behind the Electric Brew

-2 Police officers from 5 - 9 p.m.

-2 Street Department crew for trash assistance from 5 - 9 p.m.



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: May 23, 2022
RE: Elkhart Road at Rieth Subdivision - Acceptance of Plat

A two-lot commercial subdivision has been submitted, *Elkhart Road at Rieth Subdivision, A Replat of Elkhart Road P.U.D. – Phase I*, which is a replat of the current Lowe’s property to create an outlet. The property is zoned Commercial B-3PUD (Planned Unit Development).

The subdivision meets the Zoning and Subdivision Ordinance and Elkhart Road PUD requirements.

A subdivision drainage plan is being presented to the Board of Works on May 23, 2022.

Public infrastructure is existing.

The plat does not include dedication of right of way, but does reflect added right of way that was dedicated subsequent to the original plat dedication. The plat includes a number of easements. Additionally, access and drainage easements are being established through a separate recorded document, *Outparcel Easements, Covenants, Conditions and Restrictions*, which will be recorded before the plat and the instrument number referenced on the plat.

Please accept the Elkhart Road at Rieth Subdivision plat with easements, and sign the plat.

Requested Motion: Move to accept the Elkhart Road at Rieth Subdivision plat with easements.

ELKHART ROAD AT RIETH SUBDIVISION

A REPLAT OF ELKHART ROAD P.U.D. - PHASE I

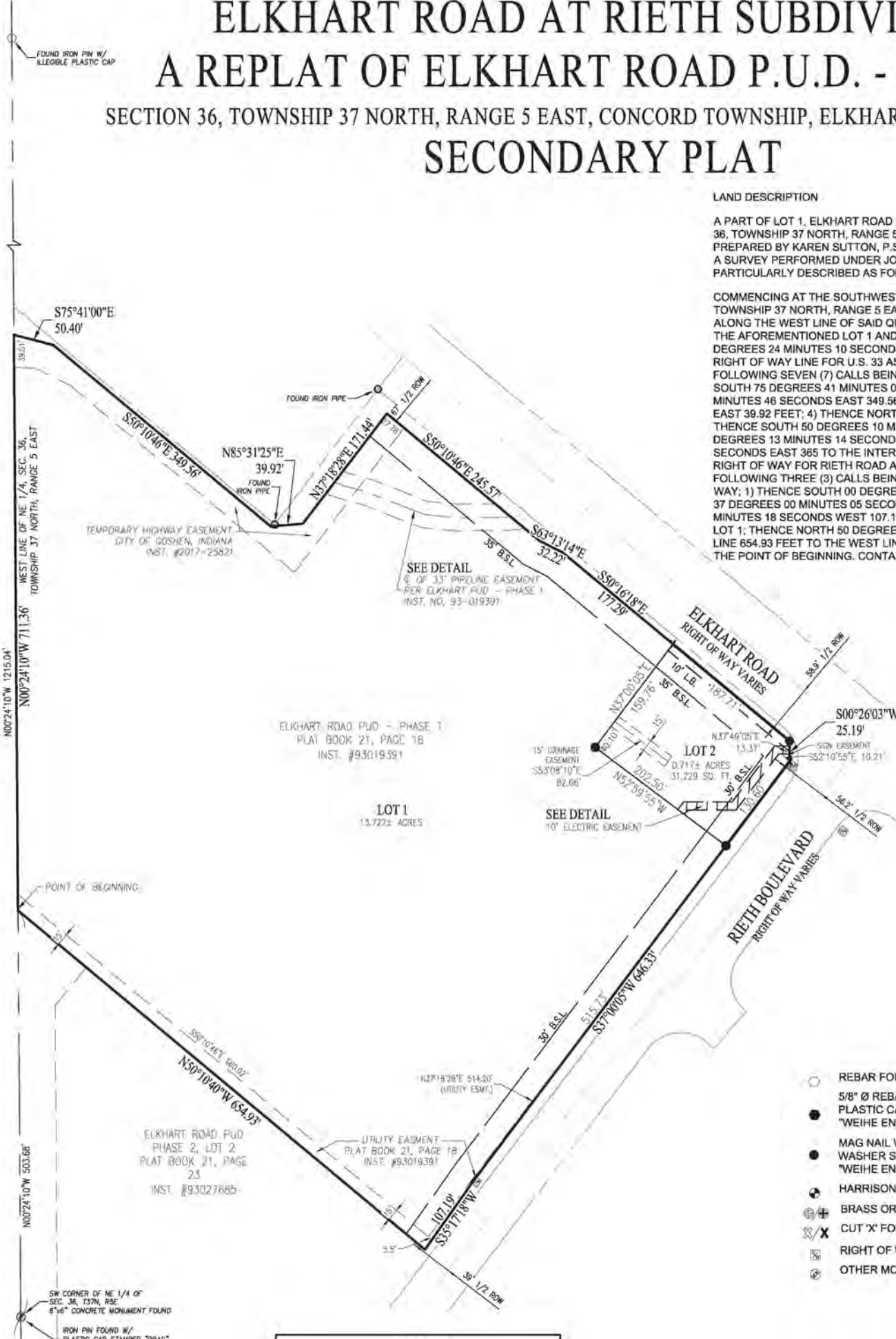
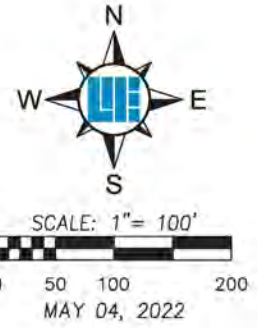
SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA

SECONDARY PLAT

LAND DESCRIPTION

A PART OF LOT 1, ELKHART ROAD P.U.D. PHASE 1, BEING IN THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, CITY OF GOSHEN, INDIANA, AS PREPARED BY KAREN SUTTON, P.S. - INDIANA #LS21200013 OF WEIHE ENGINEERS, INC. AS PART OF A SURVEY PERFORMED UNDER JOB NO. W210420STL, DATED NOVEMBER 17, 2021 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

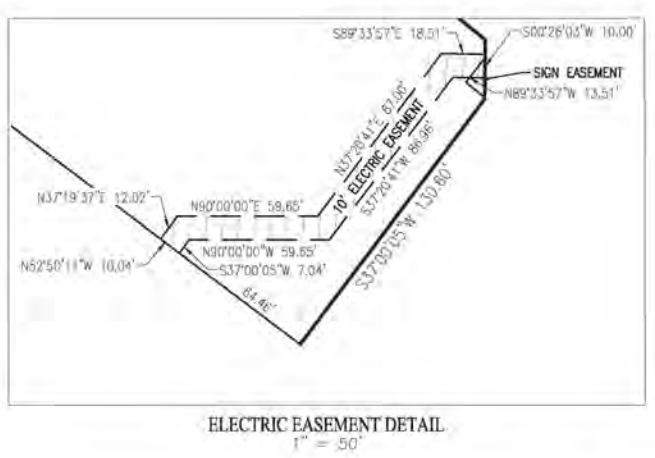
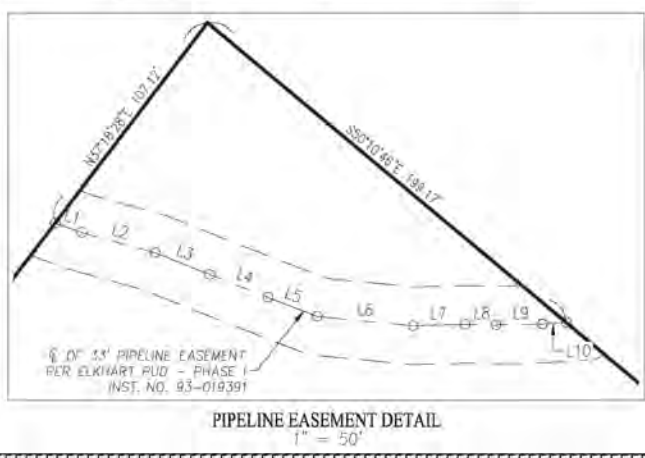
COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, THENCE NORTH 00 DEGREES 24 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID QUARTER SECTION 503.68 FEET TO THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 1 AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 24 MINUTES 10 SECONDS WEST ALONG SAID WEST LINE 711.36 FEET TO THE SOUTHWEST RIGHT OF WAY LINE FOR U.S. 33 AS RECORDED IN INSTRUMENT NUMBER 2017-25820, THE FOLLOWING SEVEN (7) CALLS BEING ALONG SAID SOUTHWEST RIGHT OF WAY LINE: 1) THENCE SOUTH 75 DEGREES 41 MINUTES 00 SECONDS EAST 50.40 FEET; 2) THENCE SOUTH 50 DEGREES 10 MINUTES 46 SECONDS EAST 349.56 FEET; 3) THENCE NORTH 85 DEGREES 31 MINUTES 25 SECONDS EAST 39.92 FEET; 4) THENCE NORTH 37 DEGREES 18 MINUTES 28 SECONDS EAST 171.44 FEET; 5) THENCE SOUTH 50 DEGREES 10 MINUTES 46 SECONDS EAST 245.57 FEET; 6) THENCE SOUTH 63 DEGREES 13 MINUTES 14 SECONDS EAST 32.22 FEET; 7) THENCE SOUTH 50 DEGREES 16 MINUTES 18 SECONDS EAST 365 TO THE INTERSECTION WITH THE NORTHWEST LINE OF THE LIMITED ACCESS RIGHT OF WAY FOR RIETH ROAD AS RECORDED IN INSTRUMENT NUMBER 2003-48645, THE FOLLOWING THREE (3) CALLS BEING ALONG THE WEST LINE OF SAID LIMITED ACCESS RIGHT OF WAY: 1) THENCE SOUTH 00 DEGREES 26 MINUTES 03 SECONDS WEST 25.19 FEET; 2) THENCE SOUTH 37 DEGREES 00 MINUTES 05 SECONDS WEST 646.33 FEET; 3) THENCE SOUTH 35 DEGREES 17 MINUTES 18 SECONDS WEST 107.19 FEET TO THE SOUTHWESTERN LINE OF THE AFOREMENTIONED LOT 1; THENCE NORTH 50 DEGREES 10 MINUTES 40 SECONDS WEST ALONG SAID SOUTHWESTERN LINE 654.93 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER OF SECTION 36, ALSO BEING THE POINT OF BEGINNING. CONTAINING 14.439 ACRES, MORE OR LESS (628, 963 SQ. FT.).



LEGEND

- REBAR FOUND
 - 5/8" Ø REBAR WITH YELLOW PLASTIC CAP STAMPED "WEIHE ENGR. 0012" SET
 - MAG NAIL WITH WASHER STAMPED "WEIHE ENGR. 0012" SET
 - HARRISON MONUMENT FOUND
 - BRASS OR ALUM. PLUG FOUND/SET
 - CUT 'X' FOUND/SET
 - RIGHT OF WAY MONUMENT FOUND
 - OTHER MONUMENT
- ABBREVIATIONS**
- ROW RIGHT OF WAY
 - BSL BUILDING SETBACK LINE
 - ESMT EASEMENT
 - L.B. LANDSCAPE BUFFER

LINE TABLE					
LINE #	DIRECTION	LENGTH	LINE #	DIRECTION	LENGTH
L1	S70°25'42"E	12.05'	L6	S84°28'15"E	41.00'
L2	S74°36'45"E	32.30'	L7	N88°25'08"E	22.20'
L3	S68°10'36"E	25.00'	L8	S88°49'22"E	13.20'
L4	S68°48'29"E	26.70'	L9	N89°01'00"E	19.80'
L5	S68°46'19"E	22.80'	L10	N86°18'20"E	10.28'



This instrument prepared for:

CMG Goshen, LLC
 BRYAN CHANDLER - ECLIPSE REAL ESTATE
 6402 CORNELL AVENUE
 INDIANAPOLIS, IN 46220
 PHONE: (317) 514-5103

WEIHE ENGINEERS
 Land Surveying | Civil Engineering
 Landscape Architecture

16505 N. College Avenue
 Indianapolis, Indiana 46280
 weihe.net
 317 846-6611
 800 452-6408
 317 843-0545 fax
 ALAN R. WEIHE, P.E., L.S. - FOUNDER

LOCATION: G:\2021\10420 STL\Survey\Plan\W210420STL_Plat.dwg
 DATE/TIME: May 04, 2022 - 4:52pm
 PLOT SCALE: 1" = 100'
 PLOT DATE: May 04, 2022

ELKHART ROAD AT RIETH SUBDIVISION A REPLAT OF ELKHART ROAD P.U.D. - PHASE I

SECTION 36, TOWNSHIP 37 NORTH, RANGE 5 EAST, CONCORD TOWNSHIP, ELKHART COUNTY, INDIANA
SECONDARY PLAT

STATEMENT OF UTILITIES

AN EASEMENT IS HEREBY GRANTED TO THE CITY OF GOSHEN, ALL PUBLIC UTILITY COMPANIES INCLUDING FRONTIER, 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 THAT 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 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.

DRAINAGE MAINTENANCE CERTIFICATION

THE MAINTENANCE OF ALL DRAINAGE FACILITIES INCLUDING CULVERTS AND SWALES SHALL BE THE RESPONSIBILITY OF EACH LOT OWNER, AND NO OWNER SHALL PERMIT, ALLOW OR CAUSE ANY OF SAID FACILITIES TO BE OBSTRUCTED OR REMOVED OR TO 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 ALL PROPERTY OWNERS TO MAINTAIN AND REPAIR SUCH FACILITIES AT THE OWNER'S EXPENSE (WHEN NEEDED).

IN THE EVENT OF THE OWNER'S FAILURE TO MAINTAIN SUCH DRAINAGE FACILITIES IN GOOD ORDER AND REPAIR, APPROPRIATE GOVERNMENTAL AUTHORITY OF THE CITY OF GOSHEN, INDIANA, MAY REPAIR SUCH DRAINAGE FACILITIES AND INVOICE THE COSTS OF SUCH REPAIR TO THE LAST OWNER. THE CITY OF GOSHEN IS GRANTED AN EASEMENT ACROSS THE LOT OWNER'S REAL ESTATE FOR THE PURPOSE OF REPAIRING ANY DRAINAGE FACILITIES ON SAID LOT OWNER'S REAL ESTATE. THE AMOUNT OF ANY ASSESSMENT FOR THE COSTS OF SUCH REPAIR, AS ASSESSED BY SAID GOVERNMENTAL AUTHORITY, SHALL CONSTITUTE A LIEN UPON THE REAL ESTATE OF THE LOT OWNER AND AN ENCUMBRANCE UPON THE TITLE TO SAID LOT.

THE CITY OF GOSHEN, INDIANA, IS FURTHER GRANTED RIGHT OF ACTION FOR THE COLLECTION OF SAID INDEBTEDNESS FROM THE LOT OWNER, 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 GOSHEN, INDIANA.

SURVEY STATEMENT

THIS IS TO CERTIFY THAT, TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE HEREIN SURVEY MEETS OR EXCEEDS THE MINIMUM REQUIREMENTS AS SET FORTH IN 865 IAC 1-12-7, AND THE WITHIN PLAT AND REPORT REPRESENTS THE RESULTS OF AN URBAN SURVEY, AS DEFINED THEREIN. THE FIELDWORK WAS COMPLETED UNDER MY DIRECT SUPERVISION ON NOVEMBER 06, 2021.

LAND SURVEYOR CERTIFICATE

I, KAREN SUTTON, 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 SURVEY COMPLETED OR CERTIFIED BY ME ON NOVEMBER 17, 2021; THAT ALL THE MONUMENTS 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 MATERIALS ARE ACCURATELY SHOWN.

Karen Sutton
KAREN SUTTON, INDIANA NO. 21200013
MAY 04, 2022



THIS INSTRUMENT PREPARED BY: KAREN SUTTON

I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW - KAREN SUTTON

DEED OF DEDICATION

I (WE) THE UNDERSIGNED OWNER(S) OF THE REAL ESTATE SHOWN AND DESCRIBED HEREIN, DO HEREBY LAY OFF, PLAT, AND SUBDIVIDE SAID REAL ESTATE IN ACCORDANCE WITH THE WITHIN PLAT.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS ELKHART ROAD AT RIETH SUBDIVISION AND CONSISTS OF TWO LOTS NUMBERED 1 AND 2.

ALL STREETS AND ALLEYS AND PUBLIC OPEN SPACES SHOWN AND NOT HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO THE PUBLIC.

FRONT BUILDING SETBACK LINES ARE HEREBY ESTABLISHED AS SHOWN ON THIS PLAT, BETWEEN WHICH LINES AND THE PROPERTY LINE OF THE STREETS, THERE SHALL BE ERRECTED OR MAINTAINED NO BUILDING OR STRUCTURE. THE STRIPS OF GROUND SHOWN ON THIS PLAT AND MARKED "EASEMENT", RESERVED FOR THE USE OF THE PUBLIC UTILITIES FOR THE INSTALLATION OF WATER AND SEWER MAINS, POLES, DUCTS, LINES AND WIRES AND DRAINAGE FACILITIES SUBJECT AT ALL TIMES TO THE PROPER AUTHORITIES AND TO THE EASEMENT HEREIN RESERVED. NO PERMANENT OR OTHER STRUCTURES ARE TO BE ERRECTED OR MAINTAINED UPON SAID STRIPS OF LAND, BUT OWNERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES, AND TO THE RIGHTS OF THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

DECLARATION OF OUTPARCEL EASEMENTS, COVENANTS, CONDITIONS AND RESTRICTIONS FOR ELKHART ROAD AT RIETH SUBDIVISION, A REPLAT OF ELKHART ROAD P.U.D. - PHASE I RECORDED _____ AS INSTRUMENT NO. _____ IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, AS THE SAME MAY BE AMENDED AND SUPPLEMENTED. THERE ARE ACCESS AND DRAINAGE EASEMENTS DEPICTED IN EXHIBIT C IN SAID DECLARATION THAT ARE GOVERNED BY SAID DOCUMENT OR AMENDMENTS AND SUPPLEMENTS THEREOF. SUCH DECLARATION OF COVENANTS AND RESTRICTIONS SET FORTH THEREIN RUN WITH THE LAND DESCRIBED HEREON AND ARE INCORPORATED HEREIN BY REFERENCE. EACH OWNER OF A LOT DEPICTED ON THIS PLAT SHALL TAKE TITLE TO SUCH LOT SUBJECT TO THE TERMS AND CONDITIONS OF SUCH DECLARATION.

OWNER'S CERTIFICATIONS

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS (ARE) THE OWNER(S) OF THE LAND DESCRIBED IN THE ANNEXED PLAT, AND THAT HE (THEY) HAS (HAVE) CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE THEREON INDICATED.

LOWE'S HOME CENTERS, LLC

NAME _____ PRINTED NAME: _____

TITLE _____

ADDRESS _____

THIS ____ DAY OF _____, 2022.

NOTARIZATION CERTIFICATE

STATE OF _____)
) SS:
COUNTY OF _____)

BEFORE ME THE UNDERSIGNED, NOTARY PUBLIC, IN AND FOR THE COUNTY AND STATE, PERSONALLY APPEARED _____ WHO ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS/HER VOLUNTARY ACT AND DEED FOR THE PURPOSES THEREIN STATED.

WITNESS MY HAND AND NOTARIAL SEAL THIS ____ DAY OF _____, 2022.

COUNTY OF RESIDENCE: _____ NOTARY PUBLIC

MY COMMISSION EXPIRES: _____ PRINTED NAME

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 _____, 2022.

JEREMY STUTSMAN _____ MICHAEL LANDIS _____ MARY NICHOLS _____

BARB SWARTLEY _____ DEWAYNE RIOUSE _____

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 _____, 2022.

RHONDA YODER, ZONING ADMINISTRATOR

AUDITOR

DULY ENTERED FOR TAXATION THIS ____ DAY OF _____, 2022.

PATRICIA A. PICKENS AUDITOR, ELKHART COUNTY, INDIANA

RECORDER

RECEIVED FOR RECORD THIS ____ DAY OF _____, 2022 AT _____ AND RECORDED IN PLAT BOOK _____, PAGE _____ INSTRUMENT NO. _____

JENNIFER L. DORIOT RECORDER, ELKHART COUNTY, INDIANA



VICINITY MAP NOT TO SCALE ★ - PROJECT LOCATION

This instrument prepared for:
CMG Goshen, LLC
BRYAN CHANDLER - ECLIPSE REAL ESTATE
6402 CORNELL AVENUE
INDIANAPOLIS, IN 46220
PHONE: (317) 514-5103



10505 N. College Avenue
Indianapolis, Indiana 46280
weihe.net
317 | 846 - 6611
800 | 452 - 6408
317 | 843 - 0548, fax
ALAN W. WEIHE, P.E., L.S., F.A.S.T. - FOUNDER



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

May 23, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with Abonmarche Consultants, Inc.

Attached for the Board's approval and execution is an agreement for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center with Abonmarche Consultants, Inc.

Abonmarche will be paid a lump sum amount of \$14,800.00 for a topographic and boundary survey.

Suggested Motion:

Approve and execute the agreement with Abonmarche Consultants, Inc for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center .

AGREEMENT

**TOPOGRAPHIC AND BOUNDARY SURVEYING SERVICES FOR HESS
RIVERDALE ADDITION AND MERIT LEARNING CENTER**

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Abonmarche Consultants Inc.** (“Contractor”), whose mailing address is 303 River Race Drive, Unit 206, Goshen Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City a topographic and boundary survey of the Merit Learning Center and a topographic survey of Chicago Avenue, Wilkinson Street, Denver Avenue, and the alley East of Westfield Avenue, as depicted on the attached provided survey request, which services are more particularly described in Contractor’s April 20, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Contractor’s Duties under this agreement include:

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall complete all Duties within five (5) weeks from the notice to proceed.

Section 3. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Topographic and Boundary Survey..... Lump Sum of \$14,800.00

Section 4. Payment

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

City of Goshen
c/o Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

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

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs

and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.

- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Abonmarche Consultants Inc.
303 River Race Drive, Unit 206
Goshen, IN 46526

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

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

Abonmarche Consultants Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

April 20, 2022

Mr. Jason Hoffman
City of Goshen Engineering Department
204 East Jefferson Street
Goshen, IN 46528-3405

RE: **PROPOSAL FOR PROFESSIONAL SURVEYING SERVICES**
Request for Topographic and Boundary Surveys

Hess Riverdale Addition and Merit Learning Center
City of Goshen, Indiana
City Project No. 2022-0018

Dear Mr. Hoffman:

ABONMARCHE CONSULTANTS is pleased to present this proposal to provide professional surveying services for the proposed project referenced above. We have tailored our scope of services based upon your Request for Survey Quotes dated March 24, 2022.

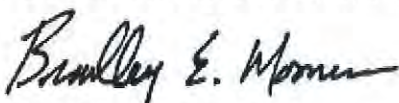
This proposal includes our Work Plan, which consists of our Scope of Services, Fees for Services, and Anticipated Schedule.

I will be the primary contact and can be reached at the office at (574) 314-1024 or by email at bmosness@abonmarche.com.

We appreciate the opportunity to submit our proposal and look forward to working with you. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Bradley E. Mosness, PE
Vice President

WORK PLAN

PROJECT UNDERSTANDING

The City of Goshen's current need is a topographic and boundary survey of the Merit Learning Center and a topographic survey of Chicago Avenue, Wilkinson Street, Denver Avenue, and the alley east of Westfield Avenue as depicted on the attached provided survey request.

SCOPE OF SERVICES

We have tailored our scope of services based upon your survey request, and our experience with these types of surveys. A brief listing of services we expect to deliver for this project are listed below.

Task #1: Topographic and Boundary Surveys

This task includes performing a topographic and boundary survey in accordance with the requirements set forth in the survey request attached to this proposal.

DELIVERABLES

Deliverables shall be in accordance with the survey request.

FEES FOR SERVICES

ABONMARCHE shall receive as payment for the work performed under this contract the total lump sum amount listed below unless a supplement is executed by the parties which increases the maximum amount payable. All services below are firm for 90 days.

Task #1 Topographic and Boundary Surveys \$ 14,800

ANTICIPATED PROJECT TIMELINE

If a signed contract is furnished by April 26, 2022, ABONMARCHE proposes to complete and deliver the requested surveys by the end of day on June 8, 2022 (weather permitting and subject to utility locates).

INFORMATION TO BE PROVIDED BY CITY, IF AVAILABLE

1. Existing surveys, plans, construction records, and rights-of-way records
2. Existing utility maps and as-builts of survey area
3. Existing sanitary lateral and water service cards
4. Field locates of existing City utilities (sanitary/water) and conduits



OVERALL LIMITS





MERIT LEARNING CENTER

- Full topographical survey of property and surrounding street/alley right of way
- Full boundary survey of property including existing plat/lot lines
- Extend data collection 30' west of west right of way line of alley 121
- Collect data to front of buildings along street right of ways



CHICAGO AVENUE

- Full topographical survey of Chicago Avenue from Denver Street to Indiana Avenue
- Extend data collection to river water level along bank
- Collect data to front of buildings along street right of ways



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

May 18, 2022

To: Board of Public Works and Safety

From: Matt Lawson

Subject: Resolution 2022-17 – Designating the City of Goshen Building Commissioner with Authority to Review, Issue, and Register Electrical and Mechanical Contractor Licenses under Ordinance Number 5120

Resolution 2022-17 designates the Goshen Building Commissioner as the qualified individual who is authorized to investigate, review, grant, issue, and register electrical and mechanical contractor licenses under Ordinance Number 5120.

Suggested Motion:

Move to adopt Resolution 2022-17, Designating the City of Goshen Building Commissioner with Authority to Review, Issue, and Register Electrical and Mechanical Contractor Licenses under Ordinance Number 5120.

**GOSHEN BOARD OF PUBLIC WORKS AND SAFETY
RESOLUTION 2022-17**

**Designating the City of Goshen Building Commissioner with Authority to Review, Issue,
and Register Electrical and Mechanical Contractor Licenses under Ordinance Number 5120**

WHEREAS, on May 16, 2022, the “Licensing and Registering of Contractors Ordinance of the City of Goshen, Indiana” (Ordinance Number 5120) was passed by the Goshen Common Council and subsequently approved and adopted by Mayor Stutsman the same day;

WHEREAS, Ordinance Number 5120 requires individuals acting in the capacity of an Electrical Contractor, Class “A” Mechanical Contractor, or Class “B” Mechanical Contractor (collectively “Electrical and Mechanical Contractors”) in the City of Goshen to be licensed with the City and registered with the Goshen Building Department;

WHEREAS, Ordinance Number 5120 allows the Goshen Board of Public Works and Safety (the “Board of Works”) to designate the Building Commissioner or other qualified individual to review and issue such licenses; and

WHEREAS, the Board of Works finds that the Building Commissioner is a qualified individual who should be designated to investigate, review, grant, issue, and register Electrical and Mechanical Contractor licenses under Ordinance Number 5120.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that the Building Commissioner be so designated and authorized to review, issue, and register Electrical and Mechanical Contractor licenses under Ordinance Number 5120 on behalf of the Board of Works and the City of Goshen.

PASSED and **ADOPTED** by the Goshen Board of Public Works and Safety on May __, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Dustin Sailor, P.E., Director of Public Works

RE: **DRAINAGE PLAN APPROVAL – ELKHART ROAD AT RIETH SUBDIVISION
(JN: 2021-2034)**

DATE: May 20, 2022

Pursuant to Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, Goshen Engineering has reviewed the drainage plan for Elkhart Road at Rieth Subdivision on behalf of the Board of Works and Safety. The Goshen Engineering Department finds the proposed drainage plan adequate to maintain on-site runoff from a 1 hour – 100-year rain event, which equates to 3-inches of rainfall in 24-hours.

Goshen Engineering recommends the Board's acceptance of the plan with the understanding that Goshen Engineering reviewed the drainage plan for general adherence to good engineering practice. The Board should note in their drainage approval that acceptance of the development's drainage plan in no way guarantees the drainage plan and drainage improvements will work as intended, and the City accepts no liability for any design failures. All concerns related to the development's drainage improvement are to be referred back to the development's licensed professional(s).

Suggested Motion: Move to accept the drainage plan for the Elkhart Road at Rieth Subdivision, which was prepared by the developer's Indiana licensed professional engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for the failure of the drainage design.

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

Jeremy Stutsman, Mayor

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **MADISON STREET & COLLEGE AVE. RECONSTRUCTION
(JN: 2021-0016)**

DATE: May 23, 2022

Niblock will be performing work to mill and repave Madison Street. The mill and pave work will require lane restrictions between Main Street and the alley east of Penguin Point. Niblock will maintain open access for the businesses and residents on Madison Street. The lane restrictions will occur between June 6 to June 9, 2022.

Requested motion: Move to approve the Madison Street lane restrictions between Main Street and the alley east of Penguin Point for the mill and pave work between June 6 to June 9, 2022.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **TCS/FRONTIER TRAFFIC RESTRICTION – FIBER INSTALLATION ON LINCOLN AVE., CLINTON ST. AND INDIANA AVE.**

DATE: May 23, 2022

TCS Communications, LLC., working for Frontier Communication, has requested the following lane restrictions and closures for the purpose of installing fiber at existing manholes.

- 1) The north south alley between Lincoln Ave. and Clinton Street located west of Indiana Ave. beginning Thursday, June 2 through Friday, June 3. If work is required on Monday, June 6, the alley will be opened over the weekend and closed again on June 6.
- 2) Lane restrictions on Lincoln Ave. from June 1 to June 2. The lane restrictions will be at the NW corners of Denver Ave. and Indiana Ave.

Current MUTCD traffic control standards are to be used. These traffic controls will include signs, cones and flaggers as required. The contractor will be allowed one lane to work within at any one time.

Requested Motion: Approve lane restrictions on Lincoln Avenue, beginning June 1 through June 2, 2022 and Alley closure June 2 – 3 and June 6, 2022.

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

Jeremy Stutsman, Mayor

DeWayne Riouse, Member

Mary Nichols, Member

Barb Swartley, Member

Michael Landis, Member

TCS/Frontier Fiber Installation Traffic Control

May 31, 2022 - June 6, 2022



0 140 280 560
Feet





Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

Phone (574) 533-8625 • Fax (574) 533-9740

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: May 23, 2022
Subject: Board of Works 2022 meeting schedule

On Jan. 24, 2022, the Board of Works & Safety approved a meeting schedule for 2022. That schedule is attached to this memo.

Although the Board meets nearly every Monday, there are several weeks that no meetings were scheduled because of City holidays and planned member absences. Today, the Clerk-Treasurer is recommending three schedule revisions for 2022:

- Please **cancel the Board's previously scheduled meeting on Tuesday, June 21, 2022**. The reason: the regular Monday meeting was moved to June 21, because City employees will be observing the federal Juneteenth Holiday on Monday, June 20. Since City offices will be closed that day, it seems only reasonable that the Board also should observe this important holiday.
- In addition, the Clerk-Treasurer is requesting that that Board **reinstate the previously cancelled meeting of Oct. 10, 2022 and cancel the Nov. 7, 2022 meeting**. The reason: the annual Accelerate Indiana Municipalities (AIM) Idea Summit, which had been scheduled for Oct. 4-6, has been rescheduled for Nov. 2-4. The Clerk-Treasurer will now have adequate time to prepare minutes, the agenda and packet for the Oct. 10 meeting, but would not have time to do so for the Nov. 7 meeting.

If these schedule changes are approved by the Board, the Clerk-Treasurer will circulate a revised meeting schedule to the news media, City Department heads and staff and other interested individuals and ensure it also is posted on the City's website.

In terms of your schedule, the Board met every week in January, February and March – and for the last seven weeks in a row since April 11. The Board is meeting May 23 (but not May 30) as well as June 6 and June 13.

If the Board cancels its Tuesday, June 21 meeting, it will then meet June 27, not meet the week of July 4 and then meet for eight consecutive Mondays in July and August. The Board also is scheduled to meet every Monday in September, October, November and December except for Sept. 5 (Labor Day), Nov. 28 (the Monday after the City's two-day Thanksgiving holiday) and Dec. 26 (Christmas holiday observed by City).

Suggested motion: Approve the request to cancel Board of Works & Safety meetings on June 21, 2022 and Nov. 7, 2022 and reinstate the previously cancelled meeting on Oct. 10, 2022.

2022 GOSHEN CITY BOARD OF WORKS CALENDAR

All meetings are conducted in the Council Chambers, Police & Court Building, 111 E. Jefferson St. and are at 2 p.m. unless stated otherwise.

January

S	M	T	W	T	F	S
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

July

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Key: BOW meeting

Special dates

Holidays

Notes:

- April 1–8: GCS Spring Break—no mtg. April 4
- No mtgs. due to holidays: 5/31, 7/4, 9/5, 11/28
- Sept. 19: Budget 1st reading (Council)
- Oct. 4–6: AIM Idea Summit—no mtg. Oct. 10
- Oct. 10: Budget 2nd reading (Council)
- Oct. 17–21: GCS Fall Break
- Oct. 24: Additional budget meeting if needed
- Dec. 19: Last BOW meeting of the year

