



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., June 6, 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: May 23, 2022

Approval of Agenda

1) OPENING OF BIDS: No. 53 Aggregate Rebid for East College Avenue Project

Soliciting proposals to provide 22,000 tons of No. 53 Compacted Aggregate Base, Type 0, to be picked up and transported by others. Bids due: 12:45 p.m., June 6, 2022.

2) Police Department: Conditional offer of employment to William Theodore Miller

3) Fire Department: Conditional offer of employment to John M. Kauffman

4) Fire Department: Conditional offer of employment to Matthew W. Pilling

5) Resident request: William Stanley request for gravel driveway at 602 Middlebury Street

6) Resident request: Sue Garvey request for additional parking area at 1602 Berkey Avenue

7) Neighborhood request: Historic Racemere Peninsula Neighborhood Association request to close the 1700 block of Mayflower Place for a pickleball tournament on July 30

8) Legal Department: Award bid for Solid Waste Collection Services

9) Legal Department: Agreement for the purchase of TVI Camera Truck Crawler Equipment from the Jack Doheny Company

10) Utilities Department: Approval of unpaid final accounts (Kelly Saenz)



11) Utilities Department: Notification about summer sewer reduced billing

12) Engineering Department: Request for northbound lanes closure of a portion of Indiana Avenue, June 13-16, 2022, for sewer tap work for the new Vequity Medical Office facility

13) Engineering Department: Request to extend traffic restrictions, to June 17, 2022, for fiber installation on Lincoln Avenue, Clinton Street and Indiana Avenue

14) Engineering Department: Request for lane restrictions on a portion of Clinton Street, June 6-17, 2022, for fiber conduit installation along Clinton Street

15) Engineering Department: Request for partial closure of Mill Street, June 10-June 13, 2022 for activities associated with Goshen Water Fest

16) Engineering Department: Request for the signing of a release and waiver for the cleanups of Rock Run Creek and Horn Ditch during the Goshen Water Fest, June 11, 2022

17) Clerk-Treasurer's Office: Updated Board of Works meeting schedule for 2022

Privilege of the Floor

18) Board of Public Works & Safety Order: Order of the City of Goshen Building Commissioner – Underground Vault at 206 N. Main Street (Jerry & Dorma Metzger)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE May 23, 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 and Barb Swartley

Absent: DeWayne Riouse

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

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the May 16, 2022 meeting of the Board of Works & Safety & Stormwater Board. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Clerk-Treasurer Aguirre said there was an error in a date referred to in the title of agenda item #10, which should have read: *Clerk-Treasurer: Board of Works schedule check for the remainder of 2022 and request to cancel June 21 and Nov. 7 meetings and reinstate the Oct. 10 meeting.* Board member Swartley moved to approve the agenda as suggested. Board member Nichols seconded the motion. Motion passed 4-0.

1) Fire Department: Request for lane closure for Memorial Day wreath ceremony

On behalf of the local Veterans of Foreign Wars and the Disabled American Veterans, Fire Department Chief Dan Sink asked the Board for permission to close the westbound lane/s of Lincoln Avenue at the Lincoln Avenue Bridge for the annual Veteran's wreath ceremony at 8:30 a.m. on May 30, 2022. He said the annual ceremony usually takes approximately 15-20 minutes and normal traffic should be re-established by 9 a.m.

Swartley/Nichols moved to allow the closure of the westbound lane/s of Lincoln Avenue at the Lincoln Avenue Bridge for the annual Veteran's wreath ceremony at 8:30 a.m. on May 30, 2022. Motion passed 4-0.

2) Goshen Brewing Co. request to use parking lot and electricity for music festival, Aug. 27, 2022

Jesse Sensenig, owner of the Goshen Brewing Company, asked the Board for permission to use two-thirds of the City parking lot adjacent to his business and to use City electricity for a music festival from 9 a.m. until 11 p.m. on Aug. 27, 2022. He said the lot would need to be blocked off late on Friday, Aug. 26 and reopen early Aug. 28.

Sensenig said he would like to use City power of 100 amps to help power the event in a way that will be sufficient. He has offered to hire an electrician to tie into the power if approved. Sensenig also said Goshen Brewing Co. will have three or four food trucks on site, beer tents, art, and live music throughout the day. He said he has secured four nationally touring bands and a local opener. He anticipates that the festival will draw people from the greater region and hopefully continue to grow throughout the years.

In response to a question from Board member Swartley, Jesse Sensenig said the lot would be fenced off for the event. Board members briefly discussed the logistics of using the electricity and that there are no fees for using the City's electrical power.



Swartley/Nichols moved to allow Goshen Brewing Company to use two-thirds of the City parking lot adjacent to the business, starting late on Aug. 26 and ending Aug. 28, and to use City electricity for a music festival on Aug. 27, 2022. Motion passed 4-0.

3) Downtown Goshen, Inc. requests: Closure, police and other service requests for First Fridays and related events in June, July, August, September and October

On behalf of Downtown Goshen Inc., **Adrienne Nesbitt, Director of Events for Eyedart Creative Studio**, asked the Board to approve a series of street closures, police and other service requests for First Fridays and related events in June, July, August, September and October 2022. Nesbitt made the following requests:

Summer Kick-Off, Friday and Saturday, June 3 and 4 – Street closure/no parking on Main Street from Lincoln Avenue to Jefferson Street and on Washington Street from Third Street to Fifth Street on Friday, June 3 at 8 a.m. until Saturday, June 4 at 8 p.m.; a City trash trailer parked behind the Electric Brew; two Police officers from 5 to 9 p.m. on June 3; and two Street Department crew members for trash assistance from 5 to 9 p.m.

Celebrate Goshen, Friday, July 1 – Street closure/no parking on Main Street from Clinton Street to Lincoln Avenue and from Lincoln Avenue to Jefferson Street and on Washington Street from Third Street to Fifth Street on Friday, July 1 at 8 a.m. until 10 p.m.; a City trash trailer parked behind the Electric Brew; two Police officers from 5 to 9 p.m.; and two Street Department crew members for trash assistance from 5 to 9 p.m.

The Goshen Games, Friday and Saturday, August 5 and 6 – Street closure/no parking on Main Street from Lincoln Avenue to Jefferson Street and on Washington Street from Third Street to Fifth Street on Friday, Aug. 5 at 8 a.m. until 10 p.m.; a street closure/no parking on Main Street from Washington Street to Jefferson Street until Monday, Aug. 8th for sand removal; a City trash trailer parked behind the Electric Brew; two Police officers from 5 to 9 p.m.; and two Street Department crew members for trash assistance from 5 to 9 p.m.

VolksFest, Friday, Sept. 2 – Street closure/no parking on Main Street from Lincoln Avenue to Jefferson Street and on Washington Street from Third Street to Fifth Street on Friday, Sept. 2 at 8 a.m. until 10 p.m.; a City trash trailer parked behind the Electric Brew; two Police officers from 5 to 9 p.m.; and two Street Department crew members for trash assistance from 5 to 9 p.m.

Harvest Festival, Friday, Oct. 7 – Street closure/no parking on Main Street from Lincoln Avenue to Jefferson Street and on Washington Street from Third Street to Fifth Street on Friday, Oct. 7 at 8 a.m. until 10 p.m.; a trash trailer parked behind the Electric Brew; two Police officers from 5 to 9 p.m.; and two Street Department crew members for trash assistance from 5 to 9 p.m.

Mayor Stutsman said the list of requests was circulated to City Department heads for consideration. He said there were a few clarifying questions, but no objections to the requests. In response to questions from **Board member Landis**, **Nesbitt** clarified the use of the trash trailers and that Downtown Goshen Inc. pays the trailer disposal costs. **Swartley/Nichols** moved to approve the closure and service requests from **Downtown Goshen, Inc.** for First Fridays and related events in June, July, August, September and October as submitted. Motion passed 4-0.

4) Planning & Zoning Department: Elkhart Road at Rieth Subdivision - Acceptance of Plat

Rhonda Yoder, City Planning and Zoning Administrator, asked the Board to accept the Elkhart Road at Rieth Subdivision plat with easements.



Yoder said 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 outlot. The property is zoned Commercial B-3 PUD (Planned Unit Development). She said the subdivision meets the Zoning and Subdivision Ordinance and Elkhart Road PUD requirements. A subdivision drainage plan also is being presented to the Board of Works on May 23, 2022.

Yoder said 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.

Swartley/Nichols moved to accept the Elkhart Road at Rieth Subdivision plat with easements. Motion passed 4-0.

5) Legal Department: Agreement with Abonmarche Consultants, Inc. for topographic and boundary surveying services for the Hess Riverdale Addition and Merit Learning Center

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and execute the agreement with Abonmarche Consultants, Inc. for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center. Abonmarche will be paid a lump sum amount of \$14,800.00 for a topographic and boundary survey.

Swartley/Nichols moved to approve and execute the agreement with Abonmarche Consultants, Inc. for Topographic and Boundary Surveying Services for the Hess Riverdale Addition and Merit Learning Center. Motion passed 4-0.

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*

Matt Lawson, an attorney with the City Legal Department, asked the Board to 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*.

BACKGROUND:

According to **Resolution 2022-17**, the Goshen Common Council approved Ordinance 5120, *“Licensing and Registering of Contractors Ordinance of the City of Goshen, Indiana,”* on May 16, 2020. Ordinance 5120 requires individuals acting in the capacity of an Electrical Contractor, Class “A” Mechanical Contractor, or Class “B” Mechanical Contractor in the City to be licensed with the City and registered with the Goshen Building Department. Further, the ordinance designated the Board of Public Works & Safety to designate the Building Commissioner or other qualified individual to review and issue such licenses.

Resolution 2022-17 would establish 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 and on behalf of the Board of Works & Safety and the City of Goshen.

Mayor Stutsman provided further context and background of Resolution 2022-17.



Board member Landis requested clarification of the information the Building Department requires and reviews before approving electrical and mechanical licenses. City Building Commissioner Myron Grise explained the required qualifications the Department reviews.

Mayor Stutsman said this resolution will allow the Building Commissioner to approve electrical and mechanical licenses. He said in the past seven years, the Board has not rejected any license requests recommended by the Building Department.

Swartley/Nichols moved 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*. Motion passed 4-0.

7) Engineering Department: Drainage plan approval for Elkhart Road at Reith subdivision (JN: 2021-2034)

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept the drainage plan for the Elkhart Road at Rieth Subdivision, which was prepared by the developer's state-licensed engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for the failure of the drainage design.

Sailor said that 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 - 1 DO-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. Sailor said the Board should note in its 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.

Swartley/Nichols moved to accept the drainage plan for the Elkhart Road at Rieth Subdivision, which was prepared by the developer's state-licensed engineer. The City does not warrant the drainage plan will function as intended and accepts no liability for the failure of the drainage design. Motion passed 4-0.

8) Engineering Department: Lane restrictions request for Madison Street reconstruction (JN: 2021-0016)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Madison Street lane restrictions between Main Street and the alley east of Penguin Point for mill and paving work between June 6 to June 9, 2022. Sailor said Niblock Excavating Inc. will be milling and repaving Madison Street, which will require lane restrictions. He said Niblock will maintain open access for the businesses and residents on Madison Street.

Swartley/Nichols moved to approve Madison Street lane restrictions between Main Street and the alley east of Penguin Point for mill and paving work between June 6 and June 9, 2022. Motion passed 4-0.

9) Engineering Department: Lincoln Avenue lane restriction and alley closure for fiber installation

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve lane restrictions on Lincoln Avenue, beginning June 1 through June 2, 2022, and an alley closure June 2-3 and June 6, 2022.

Sailor said 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 Avenue and Clinton Street located west of Indiana Avenue 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 Avenue from June 1 to June 2. The lane restrictions will be at the northwest corners of Denver Avenue and Indiana Avenue.

Sailor said 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.

Swartley/Nichols moved to approve lane restrictions on Lincoln Avenue, beginning June 1 through June 2, 2022, and an alley closure June 2-3 and June 6, 2022. Motion passed 4-0.

10) Clerk-Treasurer: Board of Works schedule check for the remainder of 2022 and request to cancel June 21 and Nov. 7 meetings and reinstate the Oct. 10 meeting

City Clerk-Treasurer Richard R. Aguirre asked the Board to approve his 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. **Aguirre** said that on Jan. 24, 2022, the Board of Works & Safety approved a meeting schedule for 2022, which was attached to the packet memo. He said that although the Board meets nearly every Monday, there are several weeks that no meetings were scheduled because of City holidays and planned member absences.

Aguirre said today he was requesting three schedule revisions for 2022:

- 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, **Aguirre** said it seemed only reasonable that the Board also should observe this important holiday.
- In addition, the Clerk-Treasurer requested 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. **Aguirre** said he would 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.

Aguirre asked Board members to confirm their previously scheduled absences and list any additional absences.

Board member responded that further schedule changes were possible, but not yet finalized. So, at this point, Board member absences should not require the cancellation of any Board meetings for the rest of the year.

Aguirre also indicated that if the Board approved the schedule changes, he would circulate a revised meeting schedule to the news media, City Department heads and staff and other interested individuals and ensure it also was posted on the City's website.

Aguirre said that the Board met every week in January, February and March – and for the last seven weeks in a row since April 11. The Board was meeting today, May 23 (but not May 30) as well as June 6 and June 13. If the Board canceled its Tuesday, June 21 meeting, it would then meet June 27, not meet the week of July 4 and then meet for eight consecutive Mondays in July and August. He said 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).



Swartley/Nichols moved to 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. Motion passed 4-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:24 p.m.

City Director of Public Works & Utilities Dustin Sailor distributed to the Board a memorandum (EXHIBIT #1) and announced that Norfolk Southern's traffic management group confirmed today that the company will close the Main Street railroad crossing north of Pike Street on Tuesday, May 31, with plans to reopen the crossing on June 2.

There were no further public comments, so the Mayor closed the public comment period at 2:25 p.m.

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Mayor Stutsman adjourned the meeting at 2:25 p.m.

EXHIBIT #1: Memorandum from City Director of Public Works & Utilities Dustin Sailor informing the Board that Norfolk Southern's traffic management group has confirmed that the company will close the Main Street railroad crossing north of Pike Street on Tuesday, May 31, with plans to reopen the crossing on June 2.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



CITY OF GOSHEN LEGAL DEPARTMENT

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Goshen, Indiana 46528-3405

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June 6, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Police Department Conditional Offer of Employment to William Theodore Miller

On behalf of the Police Department, it is recommended that the Board extend a conditional offer of employment to William Theodore Miller, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. William was previously employed by the Department in 2019. He also completed the Tier I basic training requirements and is certified with the Indiana Law Enforcement Training Board. However, since William was previously employed by the Department, he is not eligible for a hiring bonus.

The Police Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to William Theodore Miller as a probationary patrol officer.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with William Theodore Miller.

GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **William Theodore Miller** ("Miller") and **City of Goshen, 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, City and Miller agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Miller employment as a probationary patrol officer of the Goshen Police Department. Miller accepts City's conditional offer of employment. City does not have a current position available in the Goshen Police Department. City and Miller understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Police Department rank and file must exist. Miller understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Miller understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Miller must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Miller understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Miller to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Miller's expense.
- (4) InPRS will determine whether Miller has any Class 3 excludable conditions. Miller understands that if InPRS finds that Miller has any Class 3 excludable conditions, Miller will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Miller's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Miller understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Miller if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Miller accepts City's withdrawal and this agreement shall be terminated.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Works and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

William Theodore Miller

Date: _____

Jeremy P. Stutsman, Mayor
City of Goshen, Indiana

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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June 6, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to John M. Kauffman

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to John M. Kauffman, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. John currently possesses Firefighter I/II certification and Indiana paramedic certification. The agreement also provides for the payment of a hiring bonus since John is currently a certified paramedic. Once employed, John will be required to serve as an active paramedic a minimum of three years.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to John M. Kauffman as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with John M. Kauffman which includes the payment of a paramedic hiring bonus.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **John M. Kauffman** ("Kauffman") and the **City of Goshen, 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, City and Kauffman agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Kauffman employment as a probationary firefighter of the Goshen Fire Department. Kauffman accepts City's conditional offer of employment. City does not have a current position available in the Goshen Fire Department. City and Kauffman understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Fire Department rank and file must exist. Kauffman understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, Kauffman understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of firefighters.
- (2) Kauffman must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Kauffman understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Kauffman to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Kauffman's expense.
- (4) InPRS will determine whether Kauffman has any Class 3 excludable conditions. Kauffman understands that if InPRS finds that Kauffman has any Class 3 excludable conditions, Kauffman will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Kauffman's employment if the disability is related to the Class 3

excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Kauffman understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Kauffman if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Fire Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Kauffman accepts City's withdrawal and this agreement shall be terminated.

AGREE TO SERVE AS A PARAMEDIC

- (1) Kauffman currently possesses an Indiana paramedic certification/license. Kauffman acknowledges that as a condition of employment, Kauffman agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Kauffman's paramedic certification/license as long as Kauffman is required to serve City as a paramedic.
- (2) If Kauffman is a first time employee of the Goshen Fire Department, City agrees to pay Kauffman a bonus payment of Seven Thousand Five Hundred Dollars (\$7,500) payable in equal amounts over Kauffman's first three (3) years of employment with City. The first payment of Two Thousand Five Hundred Dollars (\$2,500) will be made upon Kauffman's first employment anniversary date with City and satisfactory completion of the probationary period. The second payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Kauffman's second employment anniversary date with City. The third and final payment of Two Thousand Five Hundred Dollars (\$2,500) will be made on Kauffman's third employment anniversary date with City.
- (3) If Kauffman fails to serve City as an active paramedic for any of the first three (3) full years of employment, Kauffman shall not be entitled to the any portion of the annual bonus payment for a partial year of service.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Work and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Jeremy P. Stutsman, Mayor

John M. Kauffman

Date: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

June 6, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to Matthew W. Pilling

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Matthew W. Pilling, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Matthew currently possesses Firefighter I/II certification and Basic EMT certification. Once employed, Matthew will be required to successfully complete a paramedic training program, obtain Indiana paramedic certification, and serve as an active paramedic a minimum of three years.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Matthew W. Pilling as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Matthew W. Pilling.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Matthew W. Pilling** ("Pilling") and the **City of Goshen, 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, City and Pilling agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Pilling employment as a probationary firefighter of the Goshen Fire Department. Pilling accepts City's conditional offer of employment. City does not have a current position available in the Goshen Fire Department. City and Pilling understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen Fire Department rank and file must exist. Pilling understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, Pilling understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of firefighters.
- (2) Pilling must and agrees to submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Pilling understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Pilling to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Pilling's expense.
- (4) InPRS will determine whether Pilling has any Class 3 excludable conditions. Pilling understands that if InPRS finds that Pilling has any Class 3 excludable conditions, Pilling will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Pilling's employment if the disability is related to the Class 3 excludable

condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Pilling understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund. City will confirm its offer of employment to Pilling if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen Fire Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Pilling accepts City's withdrawal and this agreement shall be terminated.

**AGREE TO ENROLL AND COMPLETE PARAMEDIC TRAINING,
BECOME CERTIFIED/LICENSED, AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment, City shall require and Pilling agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.
- (2) After consultation, the Fire Chief will instruct Pilling when to enroll in the paramedic training course. Pilling shall schedule all training sessions when Pilling is scheduled to work to the extent possible.
- (3) City will pay the cost of the paramedic training and Pilling will be paid for the time Pilling spends in class and required clinical sessions. City will pay for Pilling to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for Pilling to attend a refresher course.
- (4) Pilling shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. Pilling agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.
- (5) If Pilling refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course, Pilling's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) If Pilling leaves employment with City and the Goshen Fire Department before receiving an Indiana paramedic certification/license, including termination, Pilling agrees to repay City the City's actual cost for Pilling to attend the paramedic training course, including the cost of the course and time City paid Pilling to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic certification/license, Pilling agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between

the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Pilling's paramedic certification/license as long as Pilling is required to serve City as a paramedic.

- (8) Pilling agrees to serve City as an active paramedic for a minimum of three (3) full years. If Pilling fails to serve City as an active paramedic for three (3) full years, Pilling agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year Pilling serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if Pilling fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.

- (9) Pilling's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Pilling's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Pilling's last day of employment with City.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approval by the Goshen Board of Public Work and Safety.

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Jeremy P. Stutsman, Mayor

Matthew W. Pilling

Date: _____

Date: _____

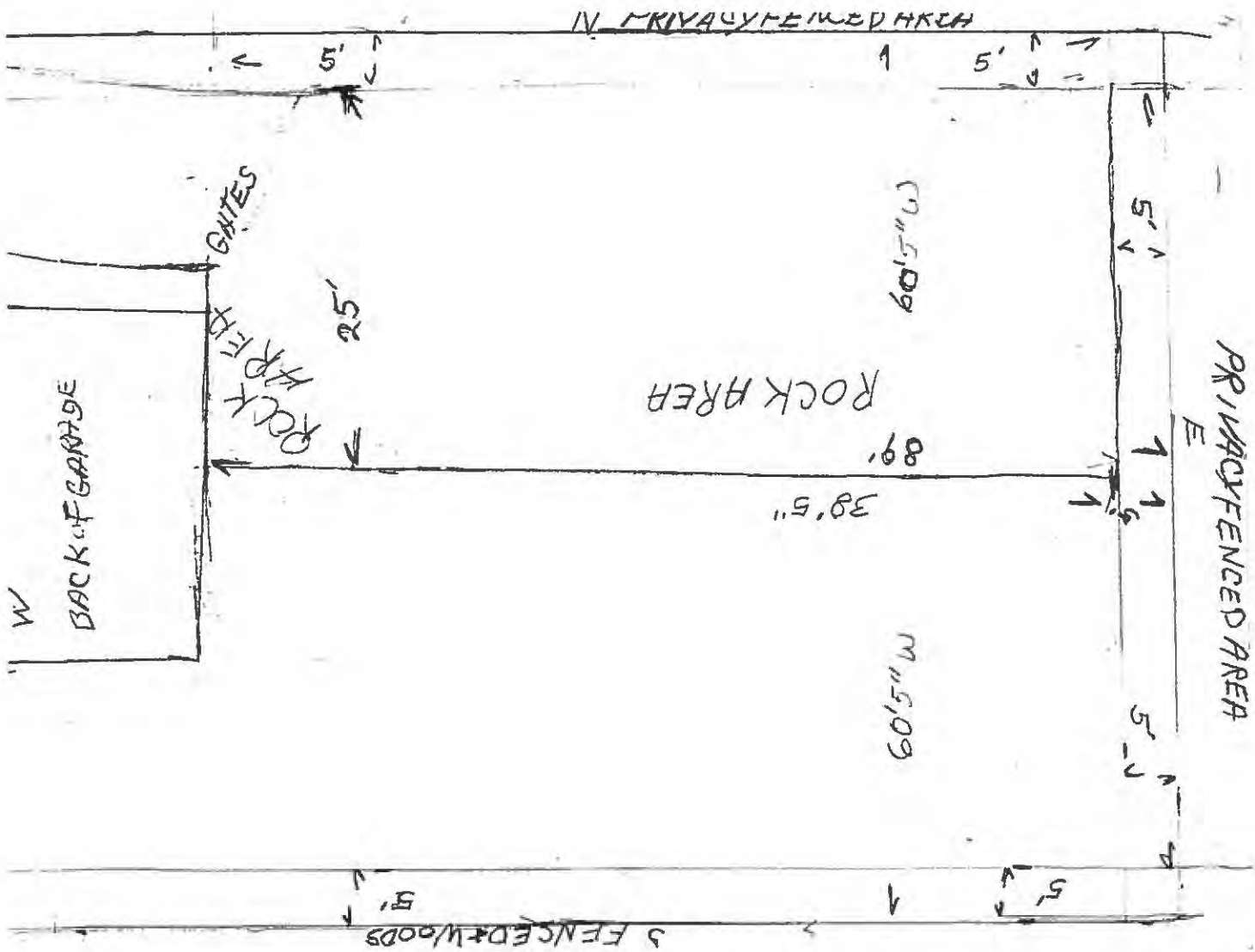
I William G Stanley of 602 Middlebury Street.

The Driveway of Middlebury Street toward garage, Where there will be a gate next to garage towards back of the garage in fenced area, half of the fenced area will have rock. (25ft wide and 100ft long)

So I can put my Trailers and Trucks, boat, and shed so it not a sore eye out in my Driveway and yard.

ROCK DRIVE WAY

MIDDLEBURY ST	DOUBLE
512-614 APARTMENT House	GRAVEL DRIVE
601 MIDDLEBURY ST APARTMENT House	GRAVEL DRIVE
516 N 9 ST BUSINESS	ASPHALT-GRAVEL DRIVE
439 N 9 ST Home	GRAVEL DRIVE
515 MIDDLEBURY ST	GRAVEL ON SIDE OF CONCRETE DRIVE and House
618 APARTMENT House MIDDLEBURY ST	GRAVEL DRIVE
616 DUPLEX	GRAVEL DRIVE
611 House MIDDLEBURY ST	GRAVEL DRIVE
507 APARTMENT = MIDDLEBURY ST	GRAVEL SIDE ASPHALT ALLEY FOR PARKING

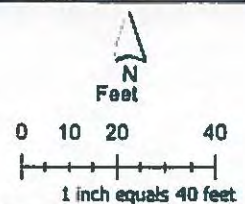




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602 Middlebury Street

2021 Aerial
Printed on 4/20/2022



The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-8628

REQUEST FOR ADDITIONAL PARKING AREA

Name: Willard and Sue Garvey

Address: 1602 Berkey Avenue, Goshen IN. 46526 **Phone:** 574-596-5198.

My husband and I reside at 8256 E North Rd, Syracuse IN 46567

I propose to add one additional parking measuring 18'x 20' to the north and attaching to existing driveway. This will avoid parking in mulch area in front yard. The addition will be made of a 9" base of No.8 larger stone and No.53 crushed limestone. This will be packed to create a solid surface.

Our daughter and friend live at the address mentioned above along with two teenagers who each have cars. The purpose of adding on is to make room for parking a total of four cars at this residence. The project will be completed in June by Chris Gingerich upon your approval.



From: King, Julia <juliaking@goshencity.com>

Sent: Wednesday, May 25, 2022 9:58 PM

To: mayor <mayor@goshencity.com>; Aguirre, Richard <richardaguirre@goshencity.com>

Cc: hungrymarshall@gmail.com

Subject: Board of Works Agenda/Road Closure Request for 1700 Block of Mayflower Place on July 30 (July 31 rain date)

I'm writing to request that an item be placed on the Board of Works agenda.

In conjunction with the Historic Racemere Peninsula Neighborhood Association's annual picnic, neighbors plan to have a Neighborhood Pickleball Tournament in the 1700 Block of Mayflower Place (between Gra-Roy and High Park) beginning at 10 a.m. and running throughout the day.

Residents on the street have agreed to the road closure for July 30 (and July 31st for a rain date).

We will draw the courts with chalk and put up standing nets in the street.

I've copied the HRPNA Board President, Marshall King.

Please let us know if you need any additional information from us on this request.

Thanks for your time and work!

Sincerely,

Julia King

Goshen City Council At-Large

(574) 215-6006



CITY OF GOSHEN LEGAL DEPARTMENT

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June 6, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Award Bid for Solid Waste Collection Services

Bids were received on May 2, 2022 for municipal solid waste collection, recyclable materials collection, and related services. A table comparing the bids received is attached.

It is recommended that the bid for the following Bid Items be awarded to Borden Waste-Away Service, Inc. as the lowest responsible and responsive bidder:

- **Bid Item 1, Alternate 1A** based on a unit rate of Fourteen and 96/100 Dollars (\$14.96) per month for services to each eligible residence. This rate will be multiplied by the agreed eligible residence count. Contractor shall pay all disposal costs for the services.
- **Bid Item 4** based on the unit rates set forth below for the supply of various sizes of containers and transport of the electronic waste to a recycling facility plus a rate per ton for disposal of the electronic waste, as needed.
 - Four Hundred Fifty-five and 00/100 Dollars (\$455.00) per 20-, 30-, or 40-cubic yard container.
 - Six Hundred and 00/100 Dollars (\$600.00) per ton electronic waste disposal.
- **Bid Item 5** based on the unit rates set forth below for the supply of various sizes of containers and transport of the expanded polystyrene foam waste to a recycling facility plus a rate per ton for disposal of the expanded polystyrene foam waste, as needed.
 - Four Hundred Fifty-five and 00/100 Dollars (\$455.00) per 20-, 30-, or 40-cubic yard container.
 - Zero Dollars (\$0.00) per ton expanded polystyrene foam disposal.
- **Bid Item 6** based on the unit rates set forth below for the supply of a container plus a rate for the periodic collection, destruction and disposal of the documents, as needed.
 - Zero Dollars (\$0.00) per month for a 36" by 21" by 16" console container.
 - Twenty-five and 00/100 Dollars (\$25.00) per collection, destruction and disposal of documents.
- **Bid Item 8** is for extra services that will be provided in conjunction with the services under Bid Item 1 at the request of an eligible residence (i.e., additional waste cart, additional bag of solid waste, additional recycle cart, additional large item collection and electronic waste collection). The Contractor will be responsible for billing and collecting payment for the extra service from the eligible residence at the contracted rate.

It is recommended that the bid for the following Bid Items be awarded to Waste Management of Indiana, LLC as the lowest responsible and responsive bidder.

- **Bid Item 2** based on the unit rates set forth below for the supply of various sizes of containers and transport of the solid waste to the Elkhart County Landfill for disposal, as needed. (City will pay the Landfill directly for the disposal costs.)
 - Three Hundred Fifteen and 00/100 Dollars (\$315.00) per 20 cubic yard container.
 - Three Hundred Sixty and 00/100 Dollars (\$360.00) per 30 cubic yard container.
 - Four Hundred Fifteen and 00/100 Dollars (\$415.00) per 40 cubic yard container.
- **Bid Item 3** for a unit rate of Three Hundred Fifteen and 00/100 Dollars (\$315.00) to transport City's roll-off container to the Elkhart County Landfill for disposal and return the container to City, as needed. (City will pay the Landfill directly for the disposal costs.)

The City has decided to not award the bid for Bid Item 7 as the Goshen Street Department will continue providing brush collection services.

Contracts for the services are still being finalized and will be brought back to the Board for approval at a later day.

Suggested Motions:

- (1) Award the bid for Bid Item 1 - Alternate 1A, Bid Item 4, Bid Item 5, Bid Item 6, and Bid Item 8 to Borden Waste-Away Service, Inc. as the lowest responsible and responsive bidder.
- (2) Award the bid for Bid Item 2 and Bid Item 3 to Waste Management of Indiana, LLC as the lowest responsible and responsive bidder.
- (3) Reject and not award the bid for Bid Item 7.

<p style="text-align: center;">City of Goshen, Indiana Solid Waste Collection Services</p> <p style="text-align: center;">Bids Opened May 2, 2022</p>	<p style="text-align: center;">Borden Waste-Away Service, Inc. 610 North Wildwood Ave. Elkhart, IN 46514</p>	<p style="text-align: center;">Waste Management of Indiana, LLC 20645 W. Ireland Road South Bend, IN 46614</p>		<p style="text-align: center;">Republic Services 18500 N. Allied Way Phoenix, AZ 85054</p>
			<p style="text-align: center;">Alt. Bid Beginning 8/1/2023, 4.5% price increase each year</p>	<p style="text-align: center;">No Bid</p>
<p>Bid Item 1. Bid Item 1 shall be based on a unit rate per month to each eligible residence for the following scope of services: (1) Residential solid waste collection with waste cart; (2) Residential recyclable materials collection with recycle cart; (3) Downtown public trash receptacles solid waste collection; and (4) City buildings and facilities solid waste and recyclable materials collection, including the supply of containers. Contractor shall pay all disposal costs for the scope of services under Bid Item 1.</p>				
<p>Per month per eligible residence</p>	\$14.96	\$21.75	\$16.85	
<p>Alternate 1A. Alternate 1A is based on the scope of services under Bid Item 1, but Contractor shall also provide a report on recycling participation that identifies the level of residential recycling participation by neighborhood, street and/or by the eligible residence.</p>				
<p>Per month per eligible residence</p>	Included	\$21.75	\$16.85	
<p>Alternate 1B. Alternate 1B is based on the scope of services under Bid Item 1, but Contractor shall EXCLUDE residential recyclable materials collection with recycle cart.</p>				
<p>Per month per eligible residence</p>	\$10.98	\$15.25	\$12.35	
<p>Bid Item 2. Bid Item 2, City projects and events solid waste collection, including the supply of roll-off containers, as needed, shall be based on a unit price for the supply of various sizes of containers and transport of solid waste to the Elkhart County Landfill for disposal. Contractor shall transport all solid wastes to the Elkhart County Landfill and City shall pay Landfill directly for all disposal costs under Bid Item 2.</p>				
<p>Per 20 cubic yard container (supply and transport)</p>	\$455.00	\$315.00	\$315.00	
<p>Per 30 cubic yard container (supply and transport)</p>	\$455.00	\$360.00	\$360.00	
<p>Per 40 cubic yard container (supply and transport)</p>	\$455.00	\$415.00	\$415.00	
<p>Bid Item 3. Bid Item 3, City-owned roll-off transport to Landfill, as needed, shall be based on a unit price for Contractor to transport City's roll-off container to the Elkhart County Landfill and return the container to City. Contractor shall transport all solid wastes to the Elkhart County Landfill and City shall pay Landfill directly for all disposal costs under Bid Item 3.</p>				
<p>Per transport only</p>	\$365.00	\$315.00	\$315.00	

<p style="text-align: center;">City of Goshen, Indiana Solid Waste Collection Services</p> <p style="text-align: center;">Bids Opened May 2, 2022</p>	Borden Waste-Away Service, Inc. 610 North Wildwood Ave. Elkhart, IN 46514	Waste Management of Indiana, LLC 20645 W. Ireland Road South Bend, IN 46614		Republic Services 18500 N. Allied Way Phoenix, AZ 85054
			Alt. Bid Beginning 8/1/2023, 4.5% price increase each year	No Bid
Bid Item 4 (OPTIONAL). Bid Item 4, Electronic wastes collection, including the supply of roll-off containers, as needed, shall be based on a unit price for the supply of various sizes of containers and transport of the electronic wastes to a recycling facility plus a rate per ton for disposal of all electronic waste.				
Per 20 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per 30 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per 40 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per ton electronic waste disposal	\$600.00	No Bid	No Bid	
Bid Item 5 (OPTIONAL). Bid Item 5, Expanded polystyrene foam collection, including supply of roll-off containers, as needed, shall be based on a unit price for the supply of various sizes of containers and transport of the EPS waste to a recycling facility plus a unit rate for disposal of all EPS waste.				
Per 20 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per 30 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per 40 cubic yard container (supply and transport)	\$455.00	No Bid	No Bid	
Per ton EPS waste disposal	\$0.00	No Bid	No Bid	
Bid Item 6 (OPTIONAL). Bid Item 6, Confidential document collection, destruction and disposal, including supply of containers, shall be based on unit price for the size of container plus a rate for the periodic collection, destruction and disposal of the documents.				
Per 36" console container per month	\$0.00	No Bid	No Bid	
Per bi-weekly collection, destruction and disposal	\$25.00	No Bid	No Bid	
Per monthly collection, destruction and disposal	\$25.00	No Bid	No Bid	
Per on-call collection, destruction and disposal	\$25.00	No Bid	No Bid	
Bid Item 7 (OPTIONAL). Bid Item 7, Residential brush collection, shall be based on a unit rate per month for monthly brush collection services from each eligible residence from April through September. Contractor shall pay all disposal costs for the scope of services under Bid Item 7.				
Per month per eligible residence from April through September	\$2.75	No Bid	No Bid	

<p style="text-align: center;">City of Goshen, Indiana Solid Waste Collection Services</p> <p style="text-align: center;">Bids Opened May 2, 2022</p>	Borden Waste-Away Service, Inc. 610 North Wildwood Ave. Elkhart, IN 46514	Waste Management of Indiana, LLC 20645 W. Ireland Road South Bend, IN 46614		Republic Services 18500 N. Allied Way Phoenix, AZ 85054
			Alt. Bid Beginning 8/1/2023, 4.5% price increase each year	No Bid
Bid Item 8. Bid Item 8, shall be based on unit rates for the following Extra Services to be provided in conjunction with the scope of services under Bid Item 1. Contractor will be responsible for billing and collecting payment for the Extra Service from the eligible residence. City shall in no way be a party to such arrangements.				
Extra Service 8A. Extra Service 8A shall be to provide one additional waste cart and service.				
Per month for 96 gallon cart	\$8.00	\$9.25	\$7.50	
Per month for 65 gallon cart	\$8.00	N/A	N/A	
Per month for 48 gallon cart	\$8.00	N/A	N/A	
Extra Service 8B. Extra Service 8B shall be service for the collection and disposal of each additional bag of solid waste.				
Per additional bag solid waste	\$2.00	\$9.25	\$7.50	
Extra Service 8C. Extra Service 8C shall be to provide one additional recycle cart and				
Per month for 96 gallon cart	\$5.00	\$9.25	\$7.50	
Per month for 65 gallon cart	\$5.00	N/A	N/A	
Extra Service 8D. Extra Service 8D shall be for the collection and disposal of one additional large item in excess of the monthly maximum.				
Per item	Various (see list)	\$25.00	\$25.00	
Extra Service 8E. Extra Service 8E shall be for the collection and disposal of one item of electronic waste.				
Per item	\$50.00	\$75.00	\$75.00	

Borden Waste-Away Service - May 2, 2022

Large/Bulky Item Removal & Pricing

Item & Specs	Price	Route	Item & Specs	Price	Route
Air Conditioner	\$90.00	CALL	Lawn Mower (no gas/oil)	\$30.00	R
Barrels (empty)	\$15.00	R	Love Seat	\$35.00	R
Barrels (full)	\$30.00	R	Love Seat (Sleeper)	\$50.00	R
Bath Tub (Fiberglass)	\$40.00	R	Mattress/Spring - Queen & King - Per Set	\$70.00	CALL
Bicycle	\$25.00	R	Mattress/Spring - Twin & Full - Per Set	\$50.00	R
Carpet Rolls (1' diameter, 4' long) Qty=1	\$10.00	R	Refridgerator	\$120.00	CALL
Chair / Recliner	\$40.00	R	Sink	\$10.00	R
Counter Tops (4' or Under) Qty=1	\$25.00	R	Sofa/Couch	\$60.00	R
Dehumidifier (Contains Freon)	\$85.00	CALL	Sofa/Couch - Sleeper/Sectional	\$80.00	CALL
Desk (Roll Top/Office)	\$45.00	R	Stove/Range	\$45.00	R
Desk (Small/Student)	\$15.00	R	Table (coffee/end)	\$15.00	R
Dining Room Chair	\$5.00	R	Table (patio/yard)	\$45.00	R
Dining Room Table	\$45.00	R	Toilet	\$40.00	R
Dishwasher	\$35.00	R	Treadmill/Exercise Bike	\$65.00	R
Door	\$20.00	R	Washer	\$45.00	R
Door + Frame	\$30.00	R	Water Heater (drained)	\$45.00	R
Dryer	\$45.00	R	Water Softner (must be empty)	\$45.00	R
Gas Grill (NO TANK)	\$30.00	R	Windows (3'x3' or smaller)	\$25.00	R
Dresser / Hutch (larger than 4'x4')	\$40.00	R			
Dresser / Hutch (up to 4'x4')	\$30.00	R			

** Non-Listed Items Call Borden Operations **

** Listed Items That Say Call Will Have A Transportation Cost **



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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June 6, 2022

To: Board of Public Works and Safety

From: Carla Newcomer

Subject: Agreement for the purchase of TVI Camera Truck Crawler Equipment

Attached for the Board's approval and execution is an agreement with the Jack Doheny, Company for the purchase of TVI Camera Truck Crawler Equipment. Doheny will be paid \$255,865.00, which includes a trade-in allowance of \$7,500.00.

Suggested Motion:

Approve and execute the agreement with Jack Doheny Company, for the Purchase of TVI Camera Truck Crawler Equipment.in the amount of \$255,865.00, which includes a trade-in allowance of \$7,500.00.

PURCHASE AGREEMENT

TV1 Camera Truck's Crawler Equipment and Retrofitting

THIS PURCHASE AGREEMENT ("Agreement") is entered into on June _____, 2022, which is the last signature date set forth below, by and between **Jack Doheny Company** ("Supplier"), whose mailing address is 777 Doheny Drive, Northville, Michigan, 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. Effective Date

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

Section 2. Purchase; Trade-In Allowance

- A. Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as "Supplies") as specified in accordance with the attached bid attached as Exhibit A.
- B. Notwithstanding subparagraph "A" above, the referenced Pipe Inspection Software in Item 2 of Exhibit A in the amount of Forty-One Thousand Dollars shall not be included in this Agreement or the final purchase price.
- C. In addition, Supplier shall accept from City a KRA75 and Orpheus Camera-System, and the trade in allowance shall be applied to the purchase price of the Supplies.
- D. In the event of any conflict between the terms of this Agreement and the terms contained in the Specifications (Attachment A) or Supplier's Proposal, the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

Section 3. Delivery

- A. Supplier agrees to deliver all supplies within thirty (30) calendar days from the effective date of this agreement.
- B. The Supplies shall be delivered FOB Destination to the following address:
City of Goshen Water and Sewer Department
308 North 5th Street
Goshen, IN 46528

All deliveries shall be made Monday through Friday, excluding holidays, during normal business hours unless other prior arrangements are made with City.

- C. Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

Section 4. Purchase Price; Payment

- A. City agrees to compensate Supplier for the Supplies provided in accordance with Supplier’s proposal the sum of Two Hundred Fifty-Five Thousand Eight Hundred Sixty-Five Thousand Dollars (\$255,865.00). This compensation is based on a purchase price of for the Supplies and a trade in allowance of Seven Thousand Five Hundred Dollars (\$7,500.00).
- B. City shall pay Supplier after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of Supplier to repair or replace any defective parts or equipment.
- C. The invoice shall be sent to the following address, or at such other address as City may designate in writing.
 - City of Goshen Water and Sewer Department
 - 308 N. 5th Street
 - Goshen, IN 46528
- D. 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.
- E. Supplier 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. Inspection

- A. Supplier shall conduct final inspections on all Supplies prior to delivery to City. City has the right to inspect the Supplies to the extent practicable, at any time and place. If City determines as a result of inspection that the Supplies do not conform to all requirements of this Agreement, City may at City’s sole option and discretion:
 - (1) require Supplier, at Supplier’s sole cost, promptly to correct the defects to the non-conforming Supplies where practicable; or
 - (2) reject the non-conforming Supplies and require Supplier, at Supplier’s sole cost, to complete the order by delivering conforming Supplies.
- B. When the defects for any Supplies cannot be corrected practicably, City may at City’s sole option and discretion:
 - (1) by contract or otherwise, correct the defects and charge Supplier any costs incurred by City directly related to the cost of correcting the defects; or

- (2) reduce the Agreement compensation to reflect the reduced value of the Supplies.
- C. If Supplier fails to correct performance or take necessary action to ensure future performance, in conformity with Agreement requirements, or when the defects for any Supplies cannot be corrected practicably, City may:
 - (1) require Supplier to take necessary action to ensure that future performance conforms to Agreement requirements; and/or
 - (2) terminate the Agreement for default.
- D. If, for any reason, City rejects the Supplies delivered by Supplier, City shall not be responsible for any shipping, restocking, or similar charges incurred by Supplier.
- E. Any remedy provided by this section shall not limit City's other remedies available under this Agreement or as provided by applicable law.

Section 6. Workmanship and Quality; Warranty

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of one (1) year from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

Section 7. Independent Contractor

Supplier shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Supplier shall be under the sole and exclusive direction and control of Supplier and shall not be considered employees, agents or subcontractors of City. As such, Supplier is solely responsible for all taxes and none shall be withheld from the sums paid to Supplier. Supplier acknowledges that Supplier is not insured in any manner by City for any loss of any kind whatsoever. Supplier has no authority, express or implied, to bind or obligate City in any way.

Section 8. Non-Discrimination

Supplier agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Supplier or any subcontractors, or any other person acting on behalf of Supplier 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. Force Majeure

- F. 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.

- G. 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 10. Default

- A. If Supplier fails to provide the Supplies or comply with the provisions of this Agreement, then Supplier may be considered in default.
- B. It shall be mutually agreed that if Supplier fails to provide the Supplies or comply with the provisions of this Agreement, City may procure the same or similar items, goods, materials, or equipment from the open market. If the market price of those items, goods, materials, or equipment is greater than the Agreement price, Supplier shall be liable to City for the difference between the market price and the Agreement price, plus Supplier shall be liable to City for any incidental or consequential damages incurred by City as a result of Supplier's breach.
- C. Supplier may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this contract.
 - (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
 - (4) Supplier 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 Supplier or any of Supplier's property.
 - (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the Supplies described under this contract.
 - (7) The contract or any right, monies or claims are assigned by Supplier without the consent of City.

Section 11. Termination

- A. The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- B. City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- 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 12. 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

Supplier: Jack Doheny Company
777 Doheny Drive
Northville, MI 48167

Section 13. Subcontracting or Assignment

- A. Supplier 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 Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- B. In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

Section 14. 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 15. 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 16. Applicable Laws

- A. Supplier 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. Supplier 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 service. Failure to do so maybe deemed a material breach of agreement.

Section 17. 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 18. 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 19. 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.

Entire Agreement

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

Section 20. Authority to Bind Supplier

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
and Stormwater Board

Jack Doheny Company

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Exhibit A



Item 1. Pipe Inspection Camera/Crawler

Start Time: JDC will be able to comply with the start and finish times. Retrofit will be completed by/at RapidView LLC. in Rochester, IN.

Support Services:

Primary support for repairs and training will be provided by RapidView in Rochester, IN. Jack Doheny Company will be available to support in addition through the JDC Whitestown, IN location. By phone Monday through Friday 7:00am to 5:00pm EST for either hardware or software products. Service / Parts in person at RapidView in Rochester, IN will be available Monday through Friday 8:00am to 5:00pm EST.

Vendor Qualifications:

RapidView and Jack Doheny Company have built and processed hundreds of units, new and retrofit, at RapidView in Rochester, IN and the Jack Doheny Company location in Twinsburg, OH. This unit will be completed at RapidView in Rochester, IN. Between RapidView and Jack Doheny Company approximately 600-625 units have been sold in the last three years.

Parts Replacement Inventory on Hand: Jack Doheny Company has one million dollars of IBAK parts on hand, and RapidView has ten million dollars of IBAK parts on hand. RapidView's facility is within 57 miles of the Goshen Utilities shop.

Jack Doheny Company has been selling and servicing inspection equipment and sewer cleaning equipment for over 50 years.

Technical support will be supplied by RapidView, with Jack Doheny Company as a backup source.

Camera:

Camera Picture Definition: 1080P picture definition

Camera Picture Clarity: same as above.

Camera Zoom: Digital zoom.

Camera Lighting: lighting up to 48" pipe.

Training:

Operator Field Training: Two (2) Days hands-on onsite training. Unlimited training at RapidView's facility in Rochester, IN.

Maintenance Tech Field Training: Two (2) Days hand-on onsite training.

Software Training: Two (2) Days onsite training. Unlimited training at RapidView's facility in Rochester, IN.

Factory Training: All factory training is offered at no cost, and unlimited, at RapidView in Rochester, IN.

Warranty:

See warranty statement on next page.



Item 1. Pipe Inspection Camera/Crawler

Televisual Inspection Unit Scoring

Support Services

Primary support for repairs and training will be provided by RapidView in Rochester, IN. Jack Doheny Company will be available to support in addition through the JDC Whitestown, IN location. By phone Monday through Friday 7:00am to 5:00pm EST for either hardware or software products. Service / Parts in person at RapidView in Rochester, IN will be available Monday through Friday 8:00am to 5:00pm EST.

- A telephone "Help Desk" during business hours, after hours and weekends.
 - YES
- Answer and resolve hardware/operation questions and problems.
 - YES
- Answer and resolve software operation questions and problems.
 - YES
- Notification of information for updates or revisions.
 - YES
- Evaluation of personnel for training for training needs.
 - YES
- Additional on-site training or evaluation as needed.
 - YES
- Submission of warranty claims.
 - Warranty claims are done at the point of repair.
- Continuing support and the use of a service agreement.
 - NO
- Distance to nearest service center.
 - 57 miles
- Electrical Schematics.
 - YES
- Hydraulic Schematics.
 - NO, N/A
- Technical repair information.
 - Included with digital manual
- Parts manuals.
 - Digital manual for repairs and parts
- Software.
 - YES. Supported through RapidView in Rochester, IN.



Item 2. Pipe Inspection Software

Support Services

Primary support for repairs and training will be provided by RapidView in Rochester, IN. Jack Doheny Company will be available to support in addition through the JDC Whitestown, IN location. By phone Monday through Friday 7:00am to 5:00pm EST for either hardware or software products. Service / Parts in person at RapidView in Rochester, IN will be available Monday through Friday 8:00am to 5:00pm EST.

- A telephone "Help Desk" during business hours, after hours and weekends.
 - YES
- Answer and resolve hardware/operation/maintenance questions and problem.
 - YES
- Answer and resolve software operation questions and problems.
 - YES
- Evaluation of information for updates or revisions.
 - YES
- Evaluation of personnel for training needs.
 - YES
- Additional on-site training or evaluation as needed.
 - YES
- Continuing support and the use of a service agreement.
 - NO

Technical Requirements

- Ability to store and encode video in H.264 MPEG-4 format.
 - YES
- Ability to transfer data and video wirelessly from Camera truck to network database.
 - YES
- Ability to transfer data and video through an automated process.
 - YES
- An automated process that will export defects and scoring directly into ESRI GIS database.
 - YES
- A process to update GIS data with new material and size information.
 - YES
- A process to easily identify issues with GIS data, while still being able to update inspection information with the need to add, delete, or move existing GIS assets.
 - YES

Reporting Requirements

- Defect Assessment Report that lists individual pipes, defects and assigns a defect grade using the NASSCO PACP condition grading system guidelines.
 - YES

- A process to easily identify issues with GIS data, while still being able to update inspection information with the need to add, delete, or move existing GIS assets.
 - YES

Reporting Requirements

- Defect Assessment Report that lists individual pipes, defects and assigns a defect grade using the NASSCO PACP condition grading system guidelines.
 - YES
- Inspection Reports that include defect summarization of each sewer segment, and a defect ratio for each overall pipe run.
 - YES

GIS Requirements

- Utilization of ESRI Facility ID as unique identifier.
 - YES
- Utilization of local government information model data schema.
 - YES
- Ability to consume ESRI secured rest services and display in vendors mapping application.
 - YES

Vendor Qualifications

- Number of units sold in the last (3) three years:
 - 300 plus.
- Previous experience:
 - 25 years of inspection sales and services.
- Technical support:
 - We offer the same support as we do for all of our products.

Performance Field Demonstration requirements

- Demonstration completed.

Training

- Two (2) Day on-site training will be provided. Training provided at no cost at RapidView in Rochester, IN.

Warranties

N/A

Price

- Annual maintenance fees:
 - Annual maintenance fee is 8% of total purchase price of all software.
- License Cost:
 - Vehicle License = \$23,550.50
- Engineering/Office Licenses:
 - Office License = \$17,550.50
- Total set up price including, transferring previous televisual records and merging with our current ArcGIS:
 - Cost is included in the price of the license.
- Any associated fees or licensing that is required for 3rd party integration such as ESRI Total price including set up:
 - Cost is included in the price of the license.

Software Price: \$41,101.00

We are pleased to provide you with a proposal for the following IBAK equipment:

Standard Cameras:

ORION 3 Zoom HD/SD Adaptive

Adapter - 8HD-10HD (req. to connect Orion 3 to CB3.S HD CC 2.1-5-1)

Camera Head Accessories:

Pressure Test Set

T66 Tractor and Accessories:

Additional Weight Kit for T66 (Heavy and Light)

Larger T66 hook for use with poles (optional)

Wheel set Adapters T76 120 Granulated Wheel Set to T66 Hub

Treaded Wheel set for 8" pipe for T66/10" for PANORAMO 150 (Soft)

Tungsten Carbide Wheels for T66/PANO in 8" and up

T76 Tractor and Accessories:

Small Pneumatic Tires for T76/86/PANORAMO/LISY (Grey)

X-Large Pneumatic Tires for T76/86/PANORAMO/LISY (Black)

T76/86/PANO 2 Treaded Wheelset for 8" and up (Soft)

Granulated Wheel set RAD120 for 8" PVC for T76/86/PANO/LISY

Tungsten Carbide Wheels for T76/86/PANO 2 in 8" and up

Vehicle Mounted Control Units:

BS 7 - Vehicle Mounted Control EDI for ALL SYSTEMS

Reels:

KW505 FO2 4K (PANORAMO 4K capable) Synchronized Power Cable Reel

FOX2 FO4 HD 4K Camera Cable Type 00/20

** 1000 feet of dual fiber cable*

** Requires FOX2 FO4 Cable drum with v.8 board.*

** Older drums may require upgrade to use this cable. Please contact your representative for more information.*

Reel Accessories:

KUV 2.7 Cable Deflection Pulley for Standard and Fiber Optic Cable with holder and rope

KW305/505 Upper deflection pulley (attaches to boom)

KUV 3 Top Manhole Deflection Pulley

Fiberglass Guide Poles for tractor retrieval or manhole adapter

Foot switch for winch (KW505 and KW305)

Customer Initials: _____

HD Systems:

T66.1 HD Camera Tractor - requires one of the camera connections
Camera Connection TYPE 2.1 HD for T66HD (Orpheus HD to T66)

T76 HD Camera Tractor

(HD Version required for HD System operation; Mainline tractor for use in pipelines 5" and up; Zero turn radius, full steering with ATC (Automatic Tilt Compensation); Includes lowering claw, toolset and 5"/6"/8"/10" wheelsets; T76 can be used as the chassis for the LISY 3.2 HD Extension; Requires an HD Camera Base module for normal mainline operations; Add the Remote Elevator (904116031) to help in larger pipelines)

T76/86 3.2 S HD Camera Base Module (T76 with Orpheus HD)

(Required for operation of T76/86 HD as mainline tractor; Includes 33kHz and 512Hz transmitters for location)

T76/86 Camera Elevator

(Raises the camera to allow centering in pipeline; Lifts camera above water line in pipes with flow)

Computer Systems:

VMC-7440 Encoder Board for Video

IKAS Software:

IKAS Evolution for Vehicle Systems

IKAS Evolution Support

IKAS Evolution for Office Systems

IKAS Evolution Map Viewer

IKAS Evolution Map-Editor - requires Map Viewer

IKAS Evolution Shape File Import/Export

Rapid View Build Out Options:

KW Reel cabinet, (Long Version for LISY), with a slide out tray for the LISY Synchro drum and one locking drawer with a divider. All aluminum drawer construction.

17" 4:3 Monitor - Metal Case/Glass Front - HDMI, DP, DVI, CVBS, SVideo, VGA

22" Wide Screen Monitor - Metal Case/Glass Front - HDMI, DP, DVI, CVBS, Svideo, VGA

Rapidview Labor for installation and removal of existing equipment

Customer Initials: _____

Vendor Qualifications

- RapidView and Jack Doheny Company have built and processed hundreds of units, new and retrofit, at RapidView in Rochester, IN and the Jack Doheny Company location in Twinsburg, OH. This unit will be completed at RapidView in Rochester, IN. Between RapidView and Jack Doheny Company approximately 600-625 units have been sold in the last three years.
- Parts Replacement Inventory on Hand: Jack Doheny Company has one million dollars of IBAK parts on hand, and RapidView has ten million dollars of IBAK parts on hand. RapidView's facility is within 57 miles of the Goshen Utilities shop.
- Jack Doheny Company has been selling and servicing inspection equipment and sewer cleaning equipment for over 50 years.
- Technical support will be supplied by RapidView, with Jack Doheny Company as a backup source.

Performance Field Demonstration Requirements

- Demonstration completed.

Camera

- Camera Picture Definition:
 - 1080P picture definition
- Camera Picture Clarity:
 - same as above.
- Camera Zoom:
 - small optical zoom 20x with digital zoom.
- Camera Lighting:
 - lighting up to 48" pipe.

Training

- Operator Field Training: Two (2) Days hands-on onsite training. Unlimited training at RapidView's facility in Rochester, IN.
- Maintenance Tech Field Training: Two (2) Days hand-on onsite training.
- Software Training: Two (2) Days onsite training. Unlimited training at RapidView's facility in Rochester, IN.
- Factory Training: All factory training is offered at no cost, and unlimited, at RapidView in Rochester, IN.

Warranties

See warranty statement on next page.

Equipment Price: \$194,774.00

Trade-In Amount: (\$ 7,500.00)

Sale Price: \$ 235,875.00

** Sale Price includes Two (2) Days of Equipment Training and Two (2) Days of Software Training to be held at customer's location **

Trade-In Allowance for Customer's Existing Equipment: \$ (7,500.00)

Total Sale Price with Trade-In: \$ 228,375.00

Trade-In Equipment:

KRA75 and Orpheus Camera System

Optional Lateral Launch System:

LISY 3.2 HD for Tractor-Lateral Launch Module Package w/o Cable
LISY Camera Cable (soft cable) 500' - required, then choose below;
Propulsion Pushrod MP4 GF4 120' with 512 Hz transmitter
LISY "Holster" Bracket to hold LISY when off tractor
Non-HD Video Capture Device

Lateral Launch Total: \$ 68,591.00

Total Sale Price Including Lateral Launch: \$ 304,466.00

Total Sale Price Including Lateral Launch and Trade-In: \$ 296,966.00

Excluding Software (\$ -41,000.00)

Total: \$255,865.00

Daniel Depinet

Daniel Depinet

Regional Sales Representative

317/619-1731

DanielDepinet@dohenycompany.com

Customer Initials: _____



RapidView Warranty Policy

Description of warranty rights

From the date of delivery through the applicable warranty period, RapidView, LLC will, at its option, repair or replace free of charge any warranted item, which is proven to RapidView, LLC's reasonable satisfaction to be defective. All warranty inspections and warranty repairs must be performed by approved RapidView, LLC Authorized Service Centers. For the name of the Service Center nearest you, please call or write to:

RapidView, LLC, 1828 W. Olson Rd. Rochester, IN 46975, 574-224-5426

IBAK Video Inspection equipment warranty period is 1 year. Other manufacturer's warranties apply on items not manufactured by IBAK or RapidView, LLC.

Conditions to warranty service

For this warranty to become effective, the following requirements must be met:

1. Any postage, insurance and shipping charges of warranted items to a RapidView, LLC Authorized Service Center must be prepaid by the purchaser, and these costs are not included under this warranty.
2. The purchaser must be able to provide proof of the original purchase from RapidView, LLC or one of its accredited sales distributors or agents if requested.

Exclusions from the warranty

This warranty does not apply to any loss or damages resulting from: (i) normal wear and tear; (ii) alteration, misuse, abuse, or improper installation, operation or maintenance by purchaser or any third party; (iii) accident, fire, flood, or Acts of God; or (iv) inaccurate or incomplete information or data supplied or approved by purchaser. By way of example, without limitation, the warranty does not cover the specific conditions described below:

1. Equipment which has been damaged due to:
 - * Connection to incorrect line voltages.
 - * Use of incorrect fuses.
 - * Use in contravention of operating instructions.
 - * Improper or unauthorized repairs.
2. Damage to warranted items sustained in shipment to purchaser.
3. Equipment that has had any of its identification, instructional or "sealing" labels removed or tampered with.
4. Any unit that has had its serial number altered, defaced or removed.

RapidView, LLC will not be responsible for any changes, modifications or repairs, either in cost or consequence, made by personnel not authorized by RapidView, LLC.

RapidView, LLC will not be responsible for the loss of or damage to equipment while in the possession of any authorized or unauthorized service agency.

RapidView, LLC reserves the right to make changes in design and improvements upon its products without assuming any obligation to install such changes upon any of its products previously manufactured.

Loaner Policy

RapidView, LLC will, at its option, provide loaner equipment when available for equipment within the warranty period. All loaner equipment will be shipped on the customer's account, billed to the customer. Loaner equipment will be invoiced at the time of shipment. This invoice will be credited in full upon return of the equipment in good working condition. RapidView, LLC makes no guarantee of loaner equipment availability.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, RAPIDVIEW IBAK USA MAKES NO WARRANTY OF ANY KIND WHATSOEVER, AND RAPIDVIEW IBAK USA EXPRESSLY DISCLAIMS ANY WARRANTIES IMPLIED BY LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

RAPIDVIEW IBAK USA'S LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO REPAIR OR REPLACEMENT OF THE EQUIPMENT. IN NO EVENT SHALL RAPIDVIEW IBAK USA BE LIABLE UNDER ANY THEORY OF RELIEF, INCLUDING, WITHOUT LIMITATION, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR RELATED TO THE EQUIPMENT FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, DAMAGE TO PROPERTY, LOSS OF USE, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS.

SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CONSEQUENTIAL DAMAGES, SO (IF REQUIRED BY LAW) CERTAIN OF THE LIMITATIONS OR EXCLUSIONS MENTIONED ABOVE MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

RapidView, LLC
1828 W. Olson Rd
Rochester, Indiana

*****REQUEST*****

DATE: Monday, June 6, 2022

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$3,046.48**
Collection letters were sent out and payments of **\$855.08** had been collected.

The uncollected amount equals **\$2,191.40**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Friday, March 11, 2022**

WATER: \$1,607.69
SEWER: \$583.71

TOTALS

REPORT TOTAL		\$3,046.48
BPS TOTAL	\$1,551.44	\$1,495.04
COUNTY TOTAL	\$583.71	\$911.33
W-WRITE OFF	\$56.25	\$855.08
S-WRITE OFF	\$0.00	\$855.08
PAYMENT TOTAL	\$855.08	\$0.00
AGREEMENT TOTAL	\$0.00	\$0.00



Kelly Saenz, Manager
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

June 3, 2022

To: Board of Public Works, Safety & Storm Water Board

From: Kelly Saenz

Re: Summer Sewer Reduced Billing

On April 29, 2022, a letter (see attached) from the Goshen Water & Sewer Department was mailed to the mobile home communities of; Brookside Manor, Roxbury Park, Twin Pines Mobile Home Park and Creekside Estates regarding their participation in the annual reduced summer sewer billing.

As of June 3, 2022 no response has been received, therefore there will be no reduced sewer billing for those communities this calendar year.

No Requested BOW Motion: Informational only.



Kelly Saenz, Manager
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

April 29, 2022

Re: Summer Sewer Rate

Dear Mobile Home Park Customer,

The summer months are again approaching us which means our Summer Sewer Rates will be in effect within the next few weeks. Goshen City Ordinances(s) 4574 & 4613 allow certain residential customers a break on their monthly sewer bills issued in the months of June through October.

Metered mobile home parks must provide the Water & Sewer Utility Business office with a written request a statement to which the savings will then be passed onto the residents of your community and any supporting documentation to support your request. Such request, statement and documentation must be made in writing to the Goshen Water & Sewer Utility Business office by May 31, 2022.

Once the written request, statement and documentation is received by the Utility Business office your request will then be presented to our Board of Public Works located at the Goshen Police Department, 111 E. Jefferson Street, Goshen.

If further information is required from the Board of Public Works, you will be notified and arrangements will be made for you to present your documentation at that time.

Please submit your written request and statement to:

Goshen Water & Sewer
Utility Business Office or by fax: 574-533-6961
Po Box 238 or email: kellysaenz@goshencity.com
Goshen In 46527

Please contact our office if you should have any questions.

Regards,

Kelly Saenz, Office Manager
City of Goshen –Water & Sewer Business Office



**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: **VEQUITY MEDICAL OFFICE
(JN: 2022-2005)**

DATE: June 6, 2022

John Boettcher Excavating will be performing work to do a sewer tap on Indiana Avenue for the new Vequity Medical facility. The sewer tap will require both northbound lanes to be closed on Indiana Avenue between Pike Street and the alley that runs behind Dunkin Donuts. Boettcher Excavating will maintain open access for the businesses and residents on Indiana Avenue and Pike Street. The road closure will occur between June 13 to June 16, 2022.

Requested motion: Move to approve the Indiana Avenue northbound lanes closure between Pike Street and the alley that runs behind Dunkin Donuts for the sewer tap and pavement restoration between June 13 to June 16, 2022.

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

Jeremy Stutsman, Mayor

Barb Swartley, Member

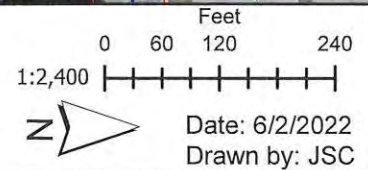
Mary Nichols, Member

DeWayne Riouse, Member

Michael Landis, Member



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Indiana Detour Route
 June 13th - June 16th

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



**Engineering Department
CITY OF GOSHEN**

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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: June 6, 2022

TCS Communications is requesting an 11-day extension to June 17, 2022. Original completion date of June 6, 2022 approved at May 23, 2022 BOW meeting.

Original Memo:

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 extension from June 6, 2022 to June 17, 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



**Engineering Department
CITY OF GOSHEN**

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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 CLINTON ST. FROM INDIANA AVE. TO GREENE ROAD**

DATE: June 6, 2022

TCS Communications, LLC., working for Frontier Communication, has requested lane restrictions for the purpose of installing fiber conduit along Clinton Street.

1) The limits of the work zone are from the first alley west of Indiana Avenue to the west side of the Clinton Street and Greene Road intersection.

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 Clinton Street, beginning June 6 through June 17, 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



Stormwater Department

CITY OF GOSHEN

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

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

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **GOSHEN WATER FEST ROAD CLOSURE REQUEST**

DATE: June 6, 2022

Goshen Water Fest on Saturday, June 11, will include the removal of trash from Rock Run Creek and the surrounding residential streets, which will require the placement of trailers in the east bound lane of Mill Street at the curve north of Mill Street Park. Due to pedestrian traffic in the area of the park during the hours of the event, the Stormwater Department would additionally like a temporary full closure of Mill Street along the park.

Thus, the Goshen Stormwater Department is requesting a partial road closure of Mill Street between Citizens Avenue and N 2nd Street from Friday, June 10 to Monday June 13 for the placement of trailers and a full road closure of Mill Street Park between N 3rd Street and Citizens Avenue from 9:00 am to 3:00 pm on Saturday, June 11.

Requested Motion: Move to approve a partial closure of Mill Street Park from Friday, June 10, to Monday, June 13, and a full closure of Mill Street Park from 9:00 am to 3:00 pm on Saturday, June 11, for activities associated with Goshen Water Fest.

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

Spatial Reference Information
Name: WGS 1984 Web Mercator Auxiliary Sphere
Projection: Mercator Auxiliary Sphere
Central Meridian: 0.0000

N 2nd St

Citizens Ave

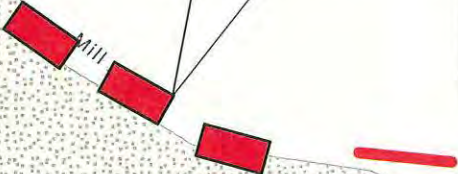


Closure Barricade

N 2nd St

N 3rd St

Trailer Locations



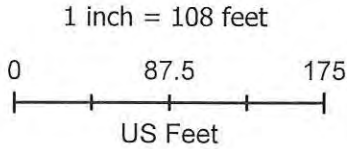
Mill Street Park

Esri, Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

City of Goshen

Requested Road Closure

Created: 6/3/2022



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



Stormwater Department

CITY OF GOSHEN

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

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

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Stormwater Department

RE: **ELKHART COUNTY RELEASE AND WAIVER FOR USE OF COUNTY
REGULATED DRAIN FOR CREEK CLEAN-UP AT GOSHEN WATER FEST**

DATE: June 6, 2022

To receive necessary permissions from the Elkhart County Surveyor's office for the creek clean-up portion of Goshen Water Fest on June 11 and for a clean-up event with Lippert Components on June 7, the County is requesting the signing of a Release and Waiver. Rock Run Creek and Horn Ditch where the clean-ups will take place are County regulated drains with maintenance responsibilities falling to the Surveyor's office.

The Water Fest clean-up will take place at Mill Street Park, City property, so the City will have some degree of liability regardless. The partnership clean-up with Lippert Components will be taking place on their property. The County is giving us permission for "volunteer services" within their drainage easement if we are willing to sign the Release and Waiver protecting them against liability for the clean-ups.

To protect the City, the Stormwater Department will be having clean-up participants at Goshen Water Fest sign a standard waiver used by the Parks Department for similar events which was previously reviewed and approved by the Legal Department.

The Release and Waiver was received from the County on short notice and so is still being reviewed at this time. We will make sure Board members have a copy as soon as possible and will pull the item from the agenda if it is not ready in sufficient time.

Requested motion: Approve and authorize the Mayor to execute the Release and Waiver provided by Elkhart County as a condition for activities within a regulated drain.

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

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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, 6/20, 7/4, 9/5, 11/28
- Sept. 19: Budget 1st reading (Council)
- Oct. 10: Budget 2nd reading (Council)
- Oct. 17–21: GCS Fall Break
- Oct. 24: Additional budget meeting if needed
- Nov. 2–4: AIM Idea Summit—no mtg. Nov. 7
- Dec. 19: Last BOW meeting of the year



ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

April 25, 2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Jerry R. Metzger
206 N. Main Street
Goshen, IN 46526

Dorma L. Metzger
206 N. Main Street
Goshen, IN 46526

RE: Underground Vault at 206 N. Main Street, Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 206 N. Main Street, Goshen, Indiana, that the underground vault at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department and Clear Creek & Associates, Inc., inspected the subject real estate on 206 N. Main Street. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was inspected again on April 27, 2021 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that the underground vault and parking lot above the vault on the real estate is in an impaired structural condition that makes it unsafe and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition or maintenance

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. There are multiple areas where the structure has begun to collapse or is in danger of collapsing (violation of Section 6.3.1.1 (p)).
2. There is water entering the vault and the ceiling is beginning to collapse causing the structure to be unsafe and dangerous (violation of Section 6.3.1.1 (b)).
3. There are multiple areas where the concrete is fractured and in danger of collapsing (violation of Section 6.3.1.1(j)).
4. The support beams do not support the proper load required (violation of Section 6.3.1.1(l)).
5. Steel and concrete corrosion that is supporting the parking lot above the vault has severe cracking and is beginning to collapse (violation of Section 6.3.1.1 (o)).
6. The vault and parking lot above has deteriorated to the point that it is unsafe to be used as intended (violation of Section 6.3.1.1(r)).
7. The roof, walls and columns of the vault are all deteriorating so that the structural integrity cannot hold the loads imposed on the parking lot above (violation of Section 6.3.1.1(y)).

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

These violations make the premises at 206 N. Main Street, Goshen unsafe.

You are ordered to seal and fill in the vault to the City of Goshen Engineering Department's specifications and insure that it is in compliance with Title 6, Article 3, Chapter 1 of the Goshen City Code by **June 3, 2022**.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you 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 will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

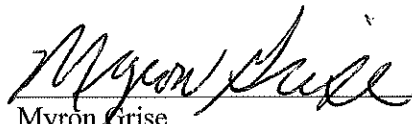
You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, June 6, 2022 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe vault and parking lot affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe vault and parking lot, you must also supply Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe vault and parking lot and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on April 25, 2022

City of Goshen Building Department



Myron Grise
Building Commissioner

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 206 N. Main Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on April 25, 2022.

To: Jerry R. Metzger
206 N. Main Street
Goshen, IN 46526

Dorma L. Metzger
206 N. Main Street
Goshen, IN 46526



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