



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., June 13, 2022

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

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

Note: Board member DeWayne Riouse is scheduled to be absent

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: June 6, 2022

Approval of Agenda

- 1) Police Department:** Approve the hiring of Jorden Lamar Snyder (#220) as a probationary patrol officer, effective June 21, 2022
- 2) Police Department:** Approve the hiring of Ever Guillermo Gutierrez Franco (#221) as a probationary patrol officer, effective June 21, 2022
- 3) Police Department:** Accept retirement of Captain Jeremy Welker, effective June 19, 2022
- 4) Police Department:** Accept resignation of Sgt. Andrew Keim, effective June 7, 2022
- 5) St. John the Evangelist Catholic Church request:** Permission to close sections of Monroe Street and South Third Street, 10:30 a.m. to 1 p.m., on June 19, 2022 for a procession
- 6) Legal Department:** Request to extend the completion date of a cemetery planning services report by Grever & Ward, Inc.
- 7) Legal Department:** Approve agreement to provide \$2,750 to the South Bend | Elkhart Regional Partnership to help with regional economic development strategies
- 8) Legal Department:** Approve agreement with Borntrager, Inc. for City Hall gutter relining
- 9) Legal Department:** Approve NASPO ValuePoint participating addendum with Cellco Partnership (Verizon Wireless) and approve purchase of four cellular services for \$125 a month



10) Legal Department: Approve agreement with LaCroix Traffic Engineering, PLLC, to perform a 10th Street Apartments Traffic Impact Study for \$6,750

11) Water Department: Request to close Chicago Avenue, between Wilkinson and Denver streets, for sewer main repair work June 15-17, 2022

12) Engineering Department: Approve revised Change Order No. 1 for the Wilden Tree Clearing project (JN: 2014-0035)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE June 6, 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, DeWayne Riouse, and Barb Swartley

Absent: Mary Nichols

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 23, 2022 meeting of the Board of Works & Safety & Stormwater Board. Board member Mike Landis moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with one revision – the addition of a new agenda item #18. "Request to release City of Goshen liens on various properties in Goshen and Elkhart" and moving back agenda item #18 to #19. Board member Landis moved to approve the agenda as modified. Board member Riouse seconded the motion. Motion passed 4-0.

1) OPENING OF BIDS (were due at 1:45 p.m. on June 6, 2022 in the Clerk-Treasurer's Office):

No. 53 Aggregate Rebid for East College Avenue Project (JN: 2020-0036-5)

Project: Soliciting proposals to provide 22,000 tons of No. 53 Compacted Aggregate Base, Type 0, to be picked up and transported by others. Mayor Stutsman opened the one bid received for No. 53 Aggregate Rebid for East College Avenue Project. This was the result of the bid process:

- Elkhart County Gravel, Inc. of New Paris, Indiana, a base bid of \$250,000.

Mayor Stutsman/Landis moved to refer the bid to the Legal Department for review. Motion passed 4-0.

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

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to William Theodore Miller, as well as approve and authorize the Mayor to execute a Conditional Offer of Employment Agreement. The agreement set forth the conditions that Miller must meet prior to beginning employment with the Police Department as a probationary patrol officer, which includes being approved by the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Miller previously was employed by the Department in 2019. He completed the Tier I basic training requirements and is certified with the Indiana Law Enforcement Training Board. However, since Miller previously was employed by the Department, he is not eligible for a hiring bonus. The Department will ask the Board to confirm the offer of employment when a position opening becomes available.

Landis/Riouse moved to extend a conditional offer of employment to William Theodore Miller as a probationary patrol officer and authorize the Mayor to execute the Conditional Offer of Employment agreement with Miller. Motion passed 4-0.



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

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to **John M. Kauffman** as well as approve and authorize the Mayor to execute a Conditional Offer of Employment Agreement. The agreement set forth the conditions Kauffman must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Kauffman has a Firefighter I/II certification and Indiana paramedic certification. The agreement also provides for the payment of a hiring bonus since Kauffman is a certified paramedic. Once employed, Kauffman will be required to serve as an active paramedic a minimum of three years. The Fire Department will ask the Board to confirm the offer of employment when a position opening becomes available.

Landis/Riouse moved to extend a conditional offer of employment to John M. Kauffman as a probationary firefighter and authorize the Mayor to execute the Conditional Offer of Employment agreement with Kauffman. Motion passed 4-0.

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

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to **Matthew W. Pilling** as well as approve and authorize the Mayor to execute a Conditional Offer of Employment Agreement. The agreement set forth the conditions that Pilling must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Pilling has a Firefighter I/II certification and Basic EMT certification. Once employed, Pilling 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 ask the Board to confirm the offer of employment when a position opening becomes available.

Landis/Riouse moved to extend a conditional offer of employment to Matthew W. Pilling as a probationary firefighter and authorize the Mayor to execute the Conditional Offer of Employment agreement with Pilling. Motion passed 4-0.

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

William G. Stanley of Goshen asked the Board to approve the installation of an extension of his gravel driveway at his home at 602 Middlebury Street. He is proposing a driveway next to his garage in a fenced area, 25 feet wide and 100 feet long, made of rock and gravel. Stanley said he plans to park his trailers, truck, boats and shed in the area so that they look more visually appealing.

Board member Swartley asked if the list attached to the gravel driveway request was to show the composition of neighboring driveways. **Stanley** confirmed that was the case and that he had been asked to provide this list.

City Assistant Planning and Zoning Administrator Rossa Deegan said that if the request is granted, the City will further review the request to ensure all requirements are met. In response to questions from **Board member Landis**, **Deegan** clarified the location of the proposed new parking area.

Landis/Riouse moved to approve the installation of an extension of the gravel driveway at the home at 602 Middlebury Street. Motion passed 4-0.



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

Sue Garvey of Syracuse asked the Board to approve the installation of an additional gravel parking area, measuring 18 feet by 20 feet, attached the existing driveway at her property at 1602 Berkey Avenue. She indicated this will avoid the need to park vehicles in the mulch area in the front yard.

In her written request, Garvey indicated the addition will be made of a 9-inch base of No.8 larger stone and No.53 crushed limestone, which will be packed to create a solid surface. Garvey said her daughter and friend live at 1602 Berkey Avenue along with two teenagers, who each have cars. She said the purpose of adding on is to make room for parking a total of four cars at this residence. She said the project will be completed in June by Chris Gingerich if approved by the Board.

City Assistant Planning and Zoning Administrator Rossa Deegan said the Planning Department will further review the request but didn't object. In response to a question from **Board member Landis**, Deegan clarified the location of the proposed new parking area.

Landis/Riouse moved to approve the request for an additional gravel parking area at 1602 Berkey Avenue adjacent to the existing driveway. Motion passed 4-0.

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

On behalf of the Historic Racemere Peninsula Neighborhood Association, **Julia King of Goshen** asked the Board to approve the closure of the 1700 block of Mayflower Place on July 30 (with a rain date of July 31). In conjunction with the association's annual picnic, neighbors plan to have a Neighborhood Pickleball Tournament in the 1700 block of Mayflower Place (between Gra-Roy Drive and High Park Avenue) beginning at 10 a.m. and running throughout the day. King said residents on the street have agreed to the road closure for July 30 (and July 31st for a rain date). In response to information provided by **King**, **Mayor Stutsman** suggested closing the street from 8 a.m. to 8 p.m.

Mayor Stutsman asked the association to contact the City Street Department to arrange for street barricades.

Landis/Riouse moved to approve the closure of the 1700 block of Mayflower Place from 8 a.m. to 8 p.m. on July 30 (with a Jan. 31 rain date) for a neighborhood association pickleball tournament. Motion passed 4-0.

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

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to 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, award the bid for Bid Item 2 and Bid Item 3 to Waste Management of Indiana, LLC as the lowest responsible and responsive bidder, and reject and not award the bid for Bid Item 7.

BACKGROUND:

In a memorandum to the Board of Works & Safety, the Legal Department reported that bids were received on May 2, 2022 for municipal solid waste collection, recyclable materials collection, and related services. A table comparing the bids received was attached to the Board's agenda packet.

The Legal Department 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.

The Legal Department further 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 Legal Department also reported that 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 were still being finalized and will be brought back later to the Board for approval.

Mayor Stutsman said the bid award requests illustrate that major changes are coming for the City's solid waste collection, recyclable materials collection, and related services. He said the costs of solid waste collection have increased because the increasing amounts of trash being generated by residents.



So, **Mayor Stutsman** said the addition of curbside recycling will help the environment, but also is expected to decrease the amount of solid waste generated and collected by the City. He said a press release is being circulated and a citywide mailer will be distributed and door hangers will be put on homes to inform residents of the changes. He said Borden Waste-Away Service, Inc. will assist in communicating about the changes, which will include twice-monthly collection of recycling containers. He said once-weekly trash collection will continue, but unlimited disposal will no longer be offered. There will be additional charges to collect more items, he said.

In response to questions from board member **Barb Swartley**, **Mayor Stutsman** explained the new system, which will include providing homes with two 96-gallon containers – one for trash and one for recyclable material. He said the average family will not notice major changes. He said once curbside recycling begins, those paying Borden extra for twice-monthly recycling will have their contracts cancelled.

Asked by board member **Mike Landis** what families will do if they generate a greater volume of recyclables, **Mayor Stutsman** said Goshen will still have at least one location for free recycling. In response to a question from board member **Swartley**, the Mayor said there will be extensive education efforts about the changes. He said that will include City Department Heads and the Mayor distributing fliers throughout the City.

Asked by board member **Landis** for more details about the change, **City Director of Environmental Resilience Aaron Sawatsky Kingsley** described planned efforts to inform the community about the changes, which will take effect Aug. 1. He acknowledged that this will be a major culture change for the community and there will be many questions. Asked if there will be help for those who will have trouble reducing the amount of trash they generate, **Mayor Stutsman** said there will be extensive education efforts.

Mayor Stutsman said Goshen is among the last cities in Indiana to offer free trash collection from its general fund; he said most communities charge residents for the service or contract out the service to a private company. He added that unlimited trash collection is very expensive and wasteful.

Asked by **Swartley** about sofas and other large items that are sometimes stacked in front of homes, **Mayor Stutsman** said those items will continue to be picked up; twice per month. But, he said, there will be charges for additional pickups. He said no current services are being taken away, except unlimited disposal, and free curbside recycling is being added.

Mayor Stutsman said that in 2016, the City spent about \$800,000 for solid waste collection and dump fees. In contrast, in the current year, the City expects to spend more than \$1.6 million for the same services. Along with a doubling of costs, there also has been an increase in the total disposed by households.

Asked by **Landis** about the increase in the amount of solid waste collected, **Sawatsky Kingsley** said the average household poundage disposed of per year has increased from 1,700 pounds in 2016 to 2,300 pounds last year. He said people are throwing away more and more every year, putting a strain on the City budget. **Landis** said there has been an increase in waste from the increased home delivery by Amazon and other companies.

Mayor Stutsman said this will be a 10-year contract which will include yearly increases, which should help in planning and reduce the shock of unexpected cost increases.

There were no further questions or comments from the Board and no public comments.

Landis/Riouse moved to 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, award the bid for Bid Item 2 and Bid Item 3 to Waste Management of Indiana, LLC as the lowest responsible and responsive bidder, and reject and not award the bid for Bid Item 7. Motion passed 4-0.



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

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to 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. The Jack Doheny Company, which is based in Northville, Michigan, will provide the City with a pipe inspection camera/crawler, with a retrofit to be completed by/at RapidView LLC. in Rochester, Indiana. RapidView also will provide support services.

Landis/Riouse moved to approve and execute the agreement with the 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. Motion passed 4-0.

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

Kelly Saenz, Manager of the Goshen City Utilities Office, asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs. She reported that the original amount of unpaid final Water/Sewer accounts for this period, through March 11, 2022, was \$3,046.48. Collection letters were sent out and payments of \$855.08 were collected. The uncollected amount was \$2,191.40.

Landis/Riouse moved to move the Goshen Water and Sewer Office's uncollected finalized accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

11) Utilities Department: Notification about summer sewer reduced billing

Kelly Saenz, Manager of the Goshen City Utilities Office, informed the Board that on April 29, 2022, a letter (attached to the agenda packet) 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. She said as of June 3, 2022 no response has been received, so there will be no reduced sewer billing for those communities this calendar year.

Mayor Stutsman said it's become consistent that no response is received. Saenz agreed. She also provided further detail on the annual request and how residents are charged for the service.

This was an information-only agenda item, so there was no Board action.

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

Dustin Sailor, City Director of Public Works and Utilities asked the Board approve closure of the Indiana Avenue northbound lanes, between Pike Street and the alley that runs behind Dunkin Donuts, for a sewer tap and pavement restoration between June 13 and 16, 2022. Sailor said 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. In response to a question from **Landis, City Civil Traffic Engineer Josh Corwin** clarified the expected closure.



Landis/Riouse moved to approve closure of the Indiana Avenue northbound lanes, between Pike Street and the alley behind Dunkin Donuts, for a sewer tap and pavement restoration, between June 13-16, 2022. Motion passed 4-0.

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

Dustin Sailor, City Director of Public Works and Utilities asked the Board approve an extension of traffic restrictions from June 6, 2022 to June 17, 2022 for fiber installation on Lincoln Avenue, Clinton Street and Indiana Avenue. Sailor said the original completion date of June 6, 2022 was approved at the May 23, 2022 Board meeting. The extension was requested by TCS Communications, LLC., which is working for Frontier Communication, **Landis/Riouse moved to approve an extension of traffic restrictions from June 6, 2022 to June 17, 2022 for fiber installation on Lincoln Avenue, Clinton Street and Indiana Avenue. Motion passed 4-0.**

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

Dustin Sailor, City Director of Public Works and Utilities asked the Board approve lane restrictions on a portion of Clinton Street Clinton Street, beginning June 6 through June 17, 2022, for fiber conduit installation. Sailor said TCS Communications, LLC., working for Frontier Communication, has requested lane restrictions for the purpose of installing fiber conduit along Clinton Street. 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.

Landis/Riouse moved to approve lane restrictions on a portion of Clinton Street Clinton Street, beginning June 6 through June 17, 2022, for fiber conduit installation. Motion passed 4-0.

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

Mattie Lehman, City Stormwater Specialist, asked the Board 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 am to 3 pm on Saturday, June 11, for activities associated with Goshen Water Fest.

Lehman said 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. So, the Goshen Stormwater Department requested a partial road closure of Mill Street between Citizens Avenue and North 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 North 3rd Street and Citizens Avenue from 9 am to 3 pm on Saturday, June 11.

Landis/Riouse moved 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 am to 3 pm on Saturday, June 11, for activities associated with Goshen Water Fest. Motion passed 4-0.



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

Mattie Lehman, City Stormwater Specialist, asked the Board approve and authorize the Mayor to execute the Release and Waiver provided by Elkhart County as a condition for activities within a regulated drain for a cleanup as part of Goshen Water Fest.

To receive necessary permissions from the Elkhart County Surveyor's office for the creek clean-up portion of the Goshen Water Fest on June 11 and for a clean-up event with Lippert Components on June 7, the County requested 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, which is City property, so the City will have some degree of liability regardless. The partnership clean-up with Lippert Components will be taking place on its property. The County is giving the City permission for "volunteer services" within its drainage easement if the City is willing to sign the Release and Waiver protecting the County against liability for the clean-ups. To protect the City, the Stormwater Department will be having clean-up participants 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 was reviewed Legal Department. As the meeting began Lehman distributed the one-page document (**EXHIBIT #1**) to Board members.

Clerk-Treasurer Aguirre said that the City's insurance carrier raised a question about the reasonableness of the County demanding the release and waiver and the demand that the City accept liability when the County should also assume some liability.

Mayor Stutsman responded that he assumed the request was made because the Water Fest is a City event. **City Attorney Bodie Stegelmann** said the insurance carrier asked why the County was requesting the waiver and release because it will benefit from the cleanup. He said that perhaps it is a philosophical question, but the County will not allow access to its property without the release and waiver. Stegelmann said his office discussed the matter with County staff, reduced the length of the document and will have participants sign a standard waiver and take responsibility for entering the ditch and doing work. So, he said the City was covered.

Aguirre said that with more time, perhaps the issue can be further explored because it seems unreasonable for the County to shift liability. **Lehman** said the release and waiver is viewed as a temporary fix and a longer term solution is being considered.

Landis/Riouse moved to approve and authorize the Mayor to execute the Release and Waiver provided by Elkhart County as a condition for activities within a regulated drain for a cleanup as part of Goshen Water Fest. Motion passed 4-0.

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

Clerk-Treasurer Aguirre told Board members that he included its revised meeting schedule in this week's Board of Works packet. Aguirre said that as promised, the revised schedule was posted on the City's website, distributed to the news media and other interested individuals, and circulated to City staff.

Asked by **Mayor Stutsman** if a further vote was necessary by the Board, **City Attorney Bodie Stegelmann** said the revised schedule was already approved by the Board and the matter was only being discussed to memorialize that decision. **Aguirre** confirmed that was the case.



18) Request to release City of Goshen liens on various properties in Goshen and Elkhart

City Attorney Bodie Stegelmann told the Board that City staff had been approached by the president and executive director of Habitat for Humanity of Elkhart County about releasing City of Goshen liens that had been attached to certain properties that Habitat was seeking to purchase.

Stegelmann described the first property as being located at 414 River Avenue, for which Habitat has reached an agreement with the owner to purchase, demolish the home and then build a new one. In the closing process, Stegelmann said a City judgment lien appeared, but it has been cleared, so it should be released.

In addition, **Stegelmann** said Habitat was in the process of buying four lots on Belmont Street in Elkhart, formerly owned by David Hoevener, to rehabilitate them. The City Attorney said the record showed judgments for the City of Goshen against Hoevener. The total was around \$12,000. Stegelmann said that even if the liens were released, the City's liens could attach to other property owner by Hoevener, allowing the City to seek to recover the judgment.

Stegelmann recommended that the Board approve the partial release of the liens and authorize Mayor Stutsman to execute releases deemed appropriate by the Legal Department.

Distributed to the Board and entered into the record as **EXHIBIT #2** was an email (dated May 31, 2022) and a letter (dated May 26, 2022) from Greg Conrad, president and executive director of Habitat for Humanity of Elkhart County, to Deputy Mayor Mark Brinson and City Attorney Bodie Stegelmann seeking a release City of Goshen lawsuits, judgments and liens on certain properties at 414 River Avenue and 214 Clinton Street in Goshen and four properties on Belmont Street (Lots 574, 575, 576 and 577) in the Hudson Sterling Addition in the City of Elkhart. The release were requested so Habitat for Humanity of Elkhart County could purchase the properties.

Landis/Riouse moved to release liens and authorize Mayor Stutsman to execute releases on properties in Goshen and Elkhart deemed appropriate by the City Legal Department. 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 2:43 p.m. There were no public comments, so the Mayor closed the public comment period at 2:43 p.m.

19) Board of Public Works & Safety Order: Order of the City of Goshen Building Commissioner –

Underground Vault at 206 N. Main Street (Jerry & Dorma Metzger)

At 2:44 p.m., **Mayor Stutsman** opened a public hearing on the Order of the City of Goshen Building Commissioner for the Underground Vault at 206 N. Main Street, owned by Jerry and Dorma Metzger of Goshen.

BACKGROUND:

On April 25, 2022, City Building Commissioner Myron Grise notified Jerry and Dorma Metzger, owners of 206 N. Main Street, that an underground vault on their property was in violation of Goshen City Code.

The Goshen Building Department and Clear Creek & Associates, Inc. inspected the property at 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.



The real estate was deemed 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(1)).
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)).

The property owners were 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 the property owners failed to comply with this Order, the City of Goshen could take action to make the required corrections and bill the owners 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 could become a lien upon the property and can ultimately be enforced as any other judgment.

The Metzgers were further notified that a hearing would be held before the Board of Public Works and Safety on June 6, 2022 to review the Order of the City of Goshen Building Commissioner.

HEARING TESTIMONY, DISCUSSION AND DECISION

Speaking for property owners Jerry and Dorma Metzger was **Duane Metzger**, who said he was representing his parents. He said his father is deceased. Metzger said the size of the vault has been misinterpreted. He said it is only on an edge of the property, and is not as unsafe as alleged because it is not under the primary parking area.

Building Commissioner Myron Grise presented the Board with Memorandum, dated June 6, 2022, about the condition of the property at 206 N. Main Street (**EXHIBIT #3**).

Grise said the property has been under review for a while, but the size of the vault was unknown until an inspection. A consultant for the City, Clear Creek & Associates, inspected the vault and rated it as needing immediate repair and should be filled. He said the City recently received a report that part of the parking lot was collapsing into the vault.

Grise reported that while a portion of the parking lot has been marked off to prohibit parking, the vault is showing increasing signs of failing and the parking lot is in danger of collapse. He showed photos of the vault's condition.



Grise said the family got an estimate to fill in the vault, but no work has been done. Metzger said the estimate was about \$34,000 about a year and a half ago.

Metzger said he has worked to limit parking in the private lot. He suggested that the City purchase a portion of the lot and make the repairs. Grise said the vault has old equipment, other items and debris that will have to be removed before the vault is filled.

Asked by Mayor Stutsman about the options for the Board, City Attorney Bodie Stegelmann said the Building Commissioner was asking that vault be filled. Grise said he fears the vault will collapse and that a vehicle will fall through if the vault is not filled soon.

In response to a question from the Mayor, Stegelmann said the City has had initial discussions about obtaining part of the parking lot. Mayor Stutsman said the Board could deem the vault to be unsafe and allow those discussions to continue on how to resolve the situation.

Metzger, Grise and Board members discussed options on how to proceed as well as details of the private parking lot. City Public Works and Utilities Director Dustin Sailor said the lot could accommodate 11 vehicles. Stegelmann eventually recommended that the Board make a finding that the vault was unsafe, but delay any order for 30 to 45 days to allow discussions to continue.

Mayor Stutsman/Landis moved to deem the area unsafe, but continue the matter until July 18 to allow the City to conclude discussions with the property owner. Motion passed 4-0.

At 3 p.m., the Mayor closed the hearing on the Order of the City of Goshen Building Commissioner for the Underground Vault at 206 N. Main Street.

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

Mayor Stutsman adjourned the meeting at 3 p.m.

EXHIBIT #1: Release and Waiver of Elkhart County for Activities in a Regulated Drain, provided by the City Legal Department, for signature by Mayor Jeremy Stutsman.

EXHIBIT #2: Email (dated May 31, 2022) and letter (dated May 26, 2022) from Greg Conrad, president and executive director of Habitat for Humanity of Elkhart County, Inc., to Deputy Mayor Mark Brinson and City Attorney Bodie Stegelmann seeking a release City of Goshen lawsuits, judgments and liens on certain properties at 414 River Avenue and 214 Clinton Street in Goshen and four properties on Belmont Street (Lots 574, 575, 576 and 577) in the Hudson Sterling Addition in the City of Elkhart. The release were requested so Habitat for Humanity of Elkhart County can purchase the properties.

EXHIBIT #3: Memorandum, dated June 6, 2022, to the Board of Works & Safety from Building Commissioner Myron Grise of the City Building Commissioner about the property at 206 N. Main Street in Goshen.



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

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

Date: June 13th, 2022

From: Jose' Miller, Chief of Police

Reference: The hiring of Jorden Lamar Snyder #220

I am requesting that the Board of Public Works and Safety **approve the hiring of Jorden Lamar Snyder for the position of probationary patrol officer.** Jorden has passed all exams and has been approved by both the local and State pension boards. Jorden has already attended the Indiana Law Enforcement Academy and has recently worked as a police officer in Middlebury. Jorden will be a welcomed addition to the Goshen Police Department. I would like his hiring to be **effective Tuesday June 21st, 2022.**

Jorden will not be present for the Board of Works Meeting but will be at the swear in on Tuesday June 21st at 1000 hrs.

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

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

Date: June 13th, 2022

From: Jose' Miller, Chief of Police

Reference: The hiring of Ever Guillermo Gutierrez Franco #221

I am requesting that the Board of Public Works and Safety **approve the hiring of Ever Guillermo Gutierrez Franco for the position of probationary patrol officer.** Ever has passed all exams and has been approved by both the local and State pension boards. Ever will be a welcomed addition to the Goshen Police Department. I would like his hiring to be **effective Tuesday June 21st, 2022.**

Ever will not be present for the Board of Works Meeting but will be at the swear in on Tuesday June 21st at 1000 hrs.

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St

Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 13th, 2022

From: Chief Jose' Miller

Reference: Request to Accept Captain Jeremy Welker Retirement

I am requesting for the Board of Public Works and Safety to approve the retirement of Captain Jeremy Welker from the Goshen Police Department effective Tuesday June 19th, 2022.

On June 6th, 2022 Captain Welker requested to see me and provided me with a letter of his intent to retire from the Goshen Police Department. Captain Welker stated becoming a Goshen Police Officer was always his dream and the City of Goshen allowed this dream to come true. Captain Welker feels it is the time to start the next chapter in his life and to retire from law enforcement.

Captain Welker was hired full-time on the police department on March 8th, 2002. He was served this department and community in numerous roles to include: various patrol supervisor positions, department trainer of various subject matter, and operator on the SWAT Team. Captain Welker has a great deal of knowledge and experience that will be difficult to replace.

I would like to thank Captain Welker for the sacrifices he has made and for his dedication to this profession these last twenty (20) years. I wish him only the best in his retirement.

Respectfully,

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

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

6-06-22

Chief Jose Miller

Chief, this letter is to let you know of my intention to resign (retire), effective June 19th. This decision has not been an easy one, however, it is necessary.

This was my dream job and I only wanted to be employed as a Goshen City Police Officer. I am glad that the City of Goshen allowed that dream to come true and allowed me to live my dream for the last 20+ years.

I have thoroughly enjoyed my time as an employee, in spite of the ups and downs that face police officers.

Thank you for the opportunity to rise through the ranks and be a Captain for 2nd Shift. I have tried to share my knowledge with the younger officers in hopes that it helps them be the best they can be.

Capt. Miller #137

Capt. Jeremy Welker #137



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member DeWayne Riouse

Date: June 13th, 2022

From: Chief Jose' Miller

Reference: Request to Accept Sergeant Andrew Keim Resignation

I am requesting for the Board of Public Works and Safety to **approve the resignation of Sergeant Andrew Keim from the Goshen Police Department effective Tuesday June 7th, 2022.**

On May 24th, 2022 Sergeant Keim requested to meet with Asst. Chief Turner and myself. Sergeant Keim stated that he has been offered a job in the private sector closer to his residence with daytime hours. He said that he discussed the option with his family and has decided to accept the position.

Sergeant Keim has worked at the Goshen Police Department for just over five (5) years. He has served on the department in various positions to included detective, SWAT Team operator, and Sergeant. Sergeant Keim has served this department and community with honor and will truly be missed. I would like to thank Sergeant Keim for his service and wish him the best in his future plans.

Respectfully,

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

Jose' Miller #116

Chief of Police

Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

Andrew Keim

3220 N 600 W, Shipshewana, IN 46565
(574) 238-6835

May 24, 2022

Midnight Sgt, Goshen Police Department

Dear Chief,

I am writing to formally notify you of my resignation from my position at the Goshen Police Department. I was recently offered a new job that is very close to my home, while offering a dayshift schedule and have decided to take their offer.

Currently, I spend several hours a week commuting and this new opportunity will allow me more time with my family outside of work. My last day of employment will be Monday night, June 6th, 2022.

My 5 years at the Goshen Police Department have meant a great deal to me and have allowed me to grow and learn to be a professional in dealing with stressful and difficult situations.

I am so grateful for these past 5 years at the Goshen Police Department. I will look back on the interactions I've had, the differences I've made within a community, and the impact in people's lives as a stepping stone for further growth in a new venture.

I appreciate your support and understanding, and I wish you all the very best. Please let me know if I can be of any assistance during the last few weeks of my time here.

Respectfully,

Andrew Keim



June 3, 2022

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

Our plans are for a **Procession in celebration of Corpus Christi to be held on Sunday, June 19, 2022** on the grounds of St. John the Evangelist Church. In order to safely allow our parishioners to join in the procession; we request the Board's **permission to block Monroe Street and a section of South Third St. along our school building for this event. We ask that it be blocked from 10:30 a.m. until 1:00 p.m. when the event is completed.**

I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista

Jonathan Evangelista Rios
Pastoral Associate
St. John the Evangelista Catholic Church
109 W. Monroe St. Goshen, IN 46526
574-533-3385 ext. 1212
jevangelista@stjohncatholic.com

WEST MADISON STREET

Chase Bank

PARKING LOT

School Playground Area

ALLEY

PARKING LOT

School

Pre-school

Parish Center/Gym

St. John the Evangelist Catholic Church

SOUTH THIRD

AREA REQUESTED TO BE BLOCKED FOR CORPUS CHRISTI SUNDAY

WEST MONROE STREET

SOUTH MAIN

ST. JOHN'S GROTTTO

114 W. Monroe St. Rectory

GARAGE

ALLEY

AREAS REQUESTED TO BE BLOCKED FOR CORPUS CHRISTI

**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526
ROUTE FOR CORPUS CHRISTI SUNDAY — JUNE 19 2022**



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

To: Board of Public Works and Safety
From: Brandy L. Henderson
Date: June 13, 2022
Subject: Grever & Ward, Inc. Agreement

On April 11, 2022, this Board approved and authorized an agreement between the City and Grever & Ward, Inc. to provide cemetery planning services, to Oakridge, West Goshen and Violet Cemeteries. In the agreement, a deadline to complete a site visit by Grever & Ward was set for July 1, 2022. Due to unforeseen circumstances with scheduling, this deadline is not obtainable and the parties have agreed to extend that deadline to August 1, 2022. All other terms of the agreement are unaffected.

Suggested Motion: Move to approve the extension of time to complete a site visit from July 1, 2022 to August 1, 2022.



**Legal Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

June 13, 2022

To: Board of Public Works and Safety
From: Brandy L. Henderson
Subject: South Bend Elkhart Regional Partnership and Affiliate's Community Service Funds Agreement

The City of Goshen has many various community service organizations that provide services or programs to its residents in a manner more efficient than what the City can provide. The City has supported these organizations with funds in the past and wishes to continue to do so. These organizations were subject to an application process requiring specific documentation regarding their organization including a detailed description of how these funds will be used.

South Bend - Elkhart Regional Partnership is one such community service organization that has applied for these funds. South Bend - Elkhart Regional Partnership has requested \$2,750 to help with regional economic development strategies. South Bend - Elkhart Regional Partnership has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

Suggested Motion: I move that the City of Goshen approved, and authorize Mayor Stutsman to execute, the agreement with South Bend - Elkhart Regional Partnership to support the project or projects outlined in its submitted application.

AGREEMENT

With Michiana Partnership, Inc D/B/A South Bend Elkhart Regional Partnership and Affiliate

To Support Regional Economic Development Strategies

This Agreement (“Agreement”), entered into by and between the City of Goshen, Indiana (“the City”) and (D/B/A) South Bend Elkhart Regional Partnership and Affiliate (the “Partner”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Agreement; Grant Funds.

A. The purpose of this Agreement is to enable the City to award a grant, in the amount of Two Thousand Seven Hundred Fifty Dollars (\$2,750.00), to the Partner for eligible costs of the services or program described in Partner’s Community Services Grant Application, a copy of which is attached hereto and made a part hereof (the “Project”).

B. The funds shall be used exclusively in accordance with the provisions contained in this Agreement, in Partner’s Community Services Grant Application, and in conformance with any applicable Indiana Code provisions. The funds received by the Partner pursuant to this Agreement shall be used only to implement the Project or to provide the services in conformance with this Agreement and for no other purpose.

2. Representations and Warranties of the Partner.

A. The Partner expressly represents and warrants to the City that it is statutorily eligible to receive these Grant funds and that the information set forth in its Community Services Grant Application is true, complete, and accurate. The Partner expressly agrees to promptly repay all funds paid to it under this Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its Community Services Grant Application.

B. By entering into this Agreement, Partner certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Agreement by any federal or state department or agency. The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Partner.

3. Implementation of and Reporting on the Project.

A. The Partner shall implement and complete the Project in accordance with the description contained in Partner’s Community Services Grant Application. Any

modification of the Project from the description given in Partner's Community Services Grant Application shall require prior written approval of the City.

B. The Partner shall submit to the City a Final Community Services Partnership Report Form within thirty (30) days of completion of the Project, but no later than December 16, 2022, on forms provided by the City.

4. Term. This Agreement commences upon execution by both parties, and shall remain in effect through completion of the Project, or December 31, 2022, whichever is later.

5. Funding.

A. The City shall fund this award during its term, pursuant to the project budget set forth within Partner's Community Services Grant Application. The Partner shall not make substantial modifications to any line item in the budget without the prior written consent of the City, nor shall the Project costs funded by this Agreement be changed or modified without the prior written consent of the City.

B. The disbursement of funds to the Partner shall not be made until this Agreement has been fully approved by the City.

6. Payment of Claims.

A. If advance or lump payment of all or a portion of the grant funds is not prohibited by statute or regulation, and the City agrees to provide such advance payment, advance payment shall be made only upon submission of a proper claim setting out the intended purposes of those funds. Otherwise, all payments shall be made forty-five (45) days in arrears in conformance with applicable fiscal policies and procedures.

B. Requests for payment will be processed only upon presentation of a claim in the form designated by the City, and must be submitted with accompanying supportive documentation as requested by the City.

7. Project Monitoring by the City. The City may conduct on-site or off-site monitoring reviews of the Project during the term of this Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Partner shall extend its full cooperation and give full access to the Project site and to relevant documentation to the City or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in the Partner's Community Services Grant Application;

B. the actual expenditure of funds to date on the Project is in conformity with the amounts for each budget line item as contained in Partner's Community Services Grant Application and that unpaid costs have been properly accrued; and

C. that Partner is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in

this Agreement and are fully and accurately reflected in Project reports submitted to the City.

8. Audits and Maintenance of Records. Partner may be required to submit to an audit of funds paid pursuant to this Agreement, and shall make all books, accounting records, and other documents available at all reasonable times during the term of this Agreement and for a period of three (3) years after final payment for inspection by the City or its authorized designee. Copies shall be furnished to the City at no cost.

9. Compliance with Laws.

A. The Partner shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by the City and the Partner to determine whether the provisions of this Agreement require formal modification.

B. The Partner warrants that the Partner and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of any work activities. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of grant opportunities with the City.

C. The Partner affirms that, if it is an entity described in Indiana Code Title 23, it is properly registered, and owes no outstanding reports to the Indiana Secretary of State.

D. As required by I.C. § 5-22-3-7:

i. The Partner and any principals of the Partner certify that:

a. the Partner, except for *de minimis* and nonsystematic violations, has not violated the terms of:

(i) I.C. 24-4.7 [Telephone Solicitation Of Consumers];

(ii) I.C. 24-5-12 [Telephone Solicitations]; or

(iii) I.C. 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. the Partner will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.

ii. The Partner and any principals of the Partner certify that an affiliate or principal of the Partner and any agent acting on behalf of the Partner or on behalf

of an affiliate or principal of the Partner, except for *de minimis* and nonsystematic violations,

a. has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law; and

b. will not violate the terms of I.C. 24-4.7 for the duration of this Agreement even if I.C. 24-4.7 is preempted by federal law.

10. Employment Eligibility Verification. As required by I.C. 22-5-1.7, the Partner hereby swears or affirms under the penalties of perjury that:

A. The Partner has enrolled and is participating in the E-Verify program;

B. The Partner has provided documentation to the City that it has enrolled and is participating in the E-Verify program;

C. The Partner does not knowingly employ an unauthorized alien.

D. The Partner shall require its contractors who perform work under this Agreement to certify to Partner that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Partner shall maintain this certification throughout the duration of the term of a contract with a contractor.

The City may terminate for default if the Partner fails to cure a breach of this provision no later than thirty (30) days after being notified by the City.

11. Funding Cancellation. When a written determination is made that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be canceled.

12. Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in Elkhart County, State of Indiana.

13. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically including I.C. § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Partner covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, sexual orientation or identity, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Partner certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Partner understands that the City is a recipient of federal funds, and therefore, where applicable, Partner and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

14. Contracting with Relatives.

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

15. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it shall be sent by first class mail or via an established courier/delivery service to the following addresses, unless otherwise specifically advised.

A. Notices to the City shall be sent to:

City of Goshen
Attn: Legal Department
204 E. Jefferson Street
Goshen, IN 46526
bodiestegelmann@goshencity.com

B. Notices to the Partner shall be sent to (Include contact name and title, mailing and e-mail address):

South Bend Elkhart Regional Partnership
Attn: Bethany Hartley
635 S. Lafayette Blvd, Ste 123
South Bend, IN 46601
bhartley@southbendelkhart.org

16. Order of Precedence. Any inconsistency or ambiguity in this Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or State law; (2) this Agreement; (3) the Community Services Grant Application.

17. Termination for Breach.

A. Failure to complete the Project and expend funds in accordance with this Agreement may be considered a material breach, and shall entitle the City to suspend grant payments, and suspend the Partner's participation in the City grant programs until such time as all material breaches are cured to the City's satisfaction.

B. The expenditure of funds other than in conformance with the Project or the Budget may be deemed a breach. The Partner explicitly covenants that it shall promptly repay to the City all funds not spent in conformance with this Agreement.

18. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the grant, this Agreement may be terminated, in whole or in part, by the City whenever, for any reason, the City determines that such termination is in the best interest of the City. Termination shall be affected by delivery to the Partner of a Termination Notice, specifying effective date of termination and extent of termination. The Partner shall be compensated for completion of the Project properly done prior to the effective date of termination. The City will not be liable for work on the Project performed after the effective date of termination.

19. Non-Collusion, Acceptance. The undersigned individual signing on behalf of the Partner attests, subject to the penalties for perjury, that the undersigned is the Partner or a properly authorized representative, agent, member, or officer of the Partner. To the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Partner, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

In Witness Whereof, Partner and the City have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

CITY OF GOSHEN, INDIANA:

Jeremy P. Stutsman, Mayor

Date

PARTNER: MICHIANA PARTNERSHIP, INC DBA SOUTH BEND ELKHART REGIONAL PARTNERSHIP

By: _____

Name: _____

Title: _____

Date: _____

South Bend Elkhart Regional Partnership
2022 BUDGET DRAFT

Statement of Activities	2021 Budget	2021 YE Projection	Total 10.31.21 YTD	2022 Budget
Income				
Contracts for Services	\$ 179,235	\$ 270,875	\$ 196,572	\$ 369,235
Contributions (Regional Opportunities Alliance)	\$ 1,225,750	\$ 1,754,328	\$ 1,478,750	\$ 1,523,347
Other Income	\$ 273,895	\$ 353,499	\$ 69,811	\$ 454,326
Total Income	\$ 1,678,880	\$ 2,378,702	\$ 1,745,133	\$ 2,346,908
Expenses				
Data & Research	\$ 13,150	\$ 7,293	\$ 7,293	\$ 8,000
Operating & Administrative				
Depreciation	\$ 9,500	\$ 42,222	\$ 35,185	\$ 42,222
Dues & Subscriptions	\$ 4,308	\$ 4,053	\$ 4,053	\$ 4,788
Insurance	\$ 7,334	\$ 9,542	\$ 9,542	\$ 9,828
Legal & Professional Fees	\$ 40,000	\$ 34,950	\$ 28,564	\$ 67,900
Employee/Stakeholder Stewardship	\$ 2,575	\$ 1,689	\$ 1,408	\$ 2,500
General and Admin Expenses	\$ 5,000	\$ 2,956	\$ 2,464	\$ 5,000
Partnerships & Stakeholders	\$ 1,500	\$ 2,180	\$ 680	\$ 2,000
Promotional	\$ 16,219	\$ 31,136	\$ 28,091	\$ 37,259
Salaries & Benefits	\$ 938,182	\$ 797,342	\$ 664,635	\$ 1,147,152
Total Operational and Administrative	\$ 1,145,714	\$ 1,050,916	\$ 862,519	\$ 1,442,969
Diversity, Equity & Inclusion	\$ 140,500		\$ 35,062	\$ 145,500
Education & Workforce	\$ 99,000		\$ 38,402	\$ 143,500
Entrepreneurship	\$ 283,489		\$ 141,573	\$ 411,727
Industry Growth	\$ 59,627		\$ 26,128	\$ 99,690
Talent Attraction & Retention	\$ 55,000		\$ 10,944	\$ 83,500
LIFT Network	\$ 21,000		\$ 153,970	\$ -
Total Regional ED Strategies	\$ 658,616		\$ 406,079	\$ 883,917
Total Expenses	\$ 1,804,329		\$ 1,268,598	\$ 2,326,886
Net Operating Income	\$ (125,449)		\$ 476,535	\$ 20,021

South Bend – Elkhart Regional Partnership: 2022 Board of Directors

Board Member	Organization	Role	Category Represented
Shannon Cullinan	University of Notre Dame	Exec. Cmt. Member	Private Industry
Mike Daigle	South Bend International Airport	Exec. Cmt. Treasurer	Private Industry
Susan Ford	Graham Allen Partners	Member	Entrepreneurship Committee
Larry Garatoni	HQ Investments	Member	Private Industry
Jim Keenan	Judd Leighton Foundation	Member	Private Industry
Shelley Klug	Indiana Michigan Power	Member	Industry Growth Committee
Andy Kostielney	St. Joseph County Board of Commissioners	Member	Local Government (SJC)
Chuck Lehman	Lehman & Lehman, Inc.	Member	Talent Committee
Pete McCown	Community Foundation of Elkhart County	Exec. Cmt. Chair	RDA, REDS Chair
Rose Meissner	Community Foundation of St. Joseph County	Member	Private Industry
Gary Neidig	ITAMCO	Member	Private Industry
Kevin Overmyer	Marshall County Board of Commissioners	Member	Local Government (MC)
Kristin Pruitt	Lake City Bank	Member	Private Industry
Jeff Rea	South Bend Regional Chamber	Exec. Cmt. Vice Chair	LEDO (SJC)
Amish Shah	Kem Krest	Member	Diversity & Inclusion Committee

Board Member	Organization	Role	Category Represented
Andrea Short	1st Source Bank	Member	Private Industry
Chris Stager	EDC of Elkhart County	Member	LEDO (EC)
Rebecca Stoltzfus	Goshen College	Member	Education & Workforce Committee
Laura Walls	Marshall County EDC	Exec. Cmt. Secretary	LEDO (MC)
Suzie Weirick	Elkhart County Board of Commissioners	Exec. Cmt. Member	Local Government (EC)
Open		Member	Southwest Michigan Rep.
Dave Behr	Indiana Economic Development Corporation	Non-voting Member	IEDC Regional Rep.
Jon Hunsberger	Elkhart County CVB	Non-voting Member	Conventions & Visitors Bureaus
Levon Johnson	Elkhart County Chamber	Non-voting Member	Northern IN Chamber Coalition
James Turnwald	MACOG	Non-voting Member	MACOG

Executive Committee:

Chair	Pete McCown
Vice Chair	Jeff Rea
Treasurer	Michael Daigle
Secretary	Laura Walls
Member	Shannon Cullinan
Member	Suzanne Weirick



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 13, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement for Gutter relining at City Hall with a Duro-Last Membrane

Attached for the Board's approval and execution is an agreement with Borntrager, Inc. for Gutter relining at City Hall with a Duro-Last Membrane. Borntrager, Inc. will be paid \$24,014.00 for the services.

Suggested Motion:

Approve and execute the agreement with Borntrager, Inc, for the Gutter relining at City Hall with a Duro-Last Membrane.

AGREEMENT

Line Gutter at City Hall with Duro-Last Membrane

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Borntrager, Inc.** (“Contractor”), whose mailing address is 1715 E. Monroe, Goshen, Indiana and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to replace the Duro -Last Membrane on the gutters at City Hall (herein after referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Remove and dispose of existing termination bar and flashing; existing membrane to remain;
- (B) Install .050 white Duro-Tuff single-ply in existing gutter from bottom of clay tile coping to top outer edge of gutter.
- (C) Install counterflash below clay tile coping (above termination bar).
- (D) Install 4” 24-guage Kynar metal fascia at top outer edge of gutter;
- (E) Clean premises of all roofing scraps and debris created by this project.

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

Section 2. Effective Date; Term

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

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of \$ 24,014.00 for performing all Duties.

Section 4. Payment

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

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

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

Section 5. Licensing/Certification Standards

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

Section 6. Warranty

- (A) Two (2) year workmanship warranty.

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under

this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Force Majeure

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

Section 14. Default

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

- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: Borntrager, Inc.
1715 East Monroe
Goshen, Indiana 46528

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

Borntrager, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

June 28, 2021

Revised May 3, 2022

City of Goshen

204 E. Jefferson St.

Goshen, IN 46528

Attn: Jeff

Phone: 574-206-3111

Email: jeffhalsey@goshencity.com

Project: City Hall Gutter

SCOPE OF WORK: LINE GUTTER USING DURO-LAST

Area: 230 Lineal Feet

1. Remove and dispose of existing termination bar and flashing; existing membrane to remain.
2. Install .050 white Duro-Tuff single-ply in existing gutter from bottom of clay tile coping to top outer edge of gutter.
3. Install termination bar below clay tile coping.
4. Install counterflash below clay tile coping (above termination bar).
5. Install 4" 24-gauge Kynar metal fascia at top outer edge of gutter.
6. Clean premises of all roofing scraps and debris created by this project.

WARRANTY: Two-(2) year workmanship warranty

PRICE.....\$ 24,014.00

TERMS: 50% of contract upon receipt of invoice for materials (due prior to commencement of project). Balance of contract upon receipt of progress invoices.

Respectfully Submitted,

Margo Searfoss
Commercial Sales

Contract and Terms Accepted

Signed _____ Date _____

****Price cannot be guaranteed beyond 15 days due to industry wide shortages****



CITY OF GOSHEN LEGAL DEPARTMENT

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Goshen, Indiana 46528-3405

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

June 13, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: NASPO Participation Addendum for Cellco Partnership, d/b/a Verizon Wireless

The City seeks to purchase the following SCADA equipment and monthly cellular services through Cellco Partnership d/b/a Verizon Wireless through a State Quantity Purchase Agreement with NASPO Value Point.

Device ID' for SCADA equipment	NASPO M2M share plan-cost	Shared Allowance
3.57715E+14	87646 \$25 per month	1 GB
3.57715E+14	87646 \$25 per month	1 GB
3.57715E+14	87646 \$25 per month	1 GB
3.57715E+14	87647 \$50 per month	5 GB

The City requires four cell (4) services for SCADA Equipment and requests permission to enter into an agreement with NASPO Value Point for the SCADA Equipment and Verizon Cellular Service and for approval for the Mayor to execute the Agreement with NASPO Value Point and Cellco Partnership, d/b/a Verizon Wireless

Suggested Motion:

Move to approve the Participation Addendum with NASPO Value Point and authorize Mayor to execute the Participation Addendum with NASPO Value Point with Cellco Partnership, d/b/a Verizon Wireless, and approve the purchase of four (4) cellular services at a total cost of One Hundred Twenty-Five Dollars (\$125.00) a month.



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Master Agreement #: MA152

Contractor: CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS

Participating Entity: City of Goshen

1. Scope: Verizon Wireless (“Contractor”) and the State of Utah, for itself and on behalf of the NASPO ValuePoint (“NASPO ValuePoint” and/or “Customer”), have entered into a Master Agreement #MA152 with an effective date of August 12, 2019, which together with any and all amendments and/or addenda thereto constitute the “Master Agreement”. This Participating Addendum applies to the purchase and use of Products (e.g. wireless service, software and other services) by state agencies and other eligible entities authorized by a state’s statutes to purchase under state/entity contracts. All capitalized terms not defined in this Participating Addendum will have the same meaning provided in the Master Agreement.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives and non-profits) authorized by an individual state’s statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

3. Purchase Order Instructions: All Purchase Orders and any other ordering documents under this Participating Addendum will be governed by the terms and conditions of this Participating Addendum and the Master Agreement including, without limitation, the obligation to pay Contractor for Products provided. Contractor and the Participating Entity (together the “Parties”) acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity’s Business Procurement Card are authorized Purchase Orders under the Master Agreement.

All Purchase Orders issued by Purchasing Entities under this Participating Addendum shall include a reference to this Participating Addendum and the Master Agreement, number MA152.

4. Individual Customer: Except to the extent modified by this Participating Addendum, the Participating Entity and each Purchasing Entity will be responsible for compliance with the terms



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

and conditions of the Master Agreement, and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including the same rights to any indemnity or to recover any costs. Each Purchasing Entity will be responsible for its own taxes, charges, fees, and liabilities. The Contractor will apply the charges to each Purchasing Entity individually.

All Participating Entities and Purchasing Entities agree to the terms and conditions of the Master Agreement, and to the extent the Purchasing Entity purchases any Verizon's Smart Communities products, services and solutions, those purchases are governed by the supplemental terms set forth at <https://enterprise.verizon.com/solutions/public-sector/state-local/contracts/naspo/> (except to the extent modified by this Participating Addendum) including the disclosure of limited account information as part of the contractual reporting requirements to NASPO ValuePoint and/or the Participating Entity for purposes of monitoring the Master Agreement and this Participating Addendum, and calculating the administrative fees.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State

Name:	Christopher T. Jennings, J.D, Assistant Director,
Address:	3140 State Office Building, Salt Lake City, Utah
Telephone:	(801) 538-3157
Email:	ctjennings@utah.gov

Contractor

Name:	Doug Robertson, Senior Manager- Contract Management
Address:	15505 Sand Canyon Ave, Irvine, CA 92618 Attn: Doug Robertson
Telephone:	(949) 246-8700
Email:	Doug.Robertson@vzw.com

Participating Entity

Contact Name:	Fred Schafer
Address:	202 South 5TH Street
City, State, Zip:	Goshen, IN. 46528



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

Telephone:	574.533.9369
Email:	fredschafer@goshencity.com

6. Entire Agreement: This Participating Addendum, and the Master Agreement (number MA152 administered by the State of Utah) together with its exhibits, set forth the entire agreement between the Parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits, by-any subsequent purchase order or otherwise (except by duly-executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

The undersigned represents and warrants that he/she has the power and authority to execute this Participating Addendum, bind the respective Participating Entity, and that the execution and performance of this Participating Addendum has been duly authorized by all necessary Parties



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

The Parties have executed this Participating Addendum as of the date of final execution below.

Participating Entity: City of Goshen	Contractor: Cellco Partnership d/b/a Verizon Wireless
Signature:	Signature:
Printed Name: Jeremy Stutsman	Printed Name: Todd Loccisano
Title: Mayor	Title: VP, Commercial Deal Mgmt (Wireless), Verizon Business Group
Date:	Date:

[Additional signatures may be added if required by the Participating Entity]

For questions on the Participating Addendum or NASPO ValuePoint cooperative contracting process, please contact the NASPO ValuePoint Cooperative Contract Coordinator assigned to this Portfolio, as provided on this Portfolio's webpage at www.naspovaluepoint.org or the NASPO ValuePoint team at ccc@naspovaluepoint.org.

***** Attach Exhibit 1 if necessary – Participating Entity Modifications or Additions*****
Contractor - email a fully executed PDF copy of this document to:



NASPO ValuePoint
PARTICIPATING ADDENDUM

WIRELESS, DATA, VOICE AND ACCESSORIES
Led by the state of Utah

PA@naspovaluepoint.org

***To support documentation of participation and posting
in appropriate databases***

Device ID for SCADA solution	NASPO M2M share plan-cost	Shared Allowance	Overage \$0.015 per megabyte
3.57715E+14	87646 \$25 per month	1 GB	
3.57715E+14	87646 \$25 per month	1 GB	
3.57715E+14	87646 \$25 per month	1 GB	
3.57715E+14	87647 \$50 per month	5 GB	
			*The above plans are available ONLY to NASPO MA 152
			M2M profile accounts***
			**Evaluate plans after 30 and 60 days to ensure no overages
			Fred can do this from the M2M portal site-data usage report
			***The devices are yours and service can be cancelled at any
			time for any reason. You have no obligation of device quantity
			or term of service.
			****Public Static unrestricted IP's at no charge for each device



CITY OF GOSHEN LEGAL DEPARTMENT

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Goshen, Indiana 46528-3405

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

June 13, 2022

To: Board of Public Works and Safety

From: Brandy L. Henderson

Subject: Agreement for services with LaCroix Traffic Engineering, PLLC

Attached for the Board's approval and execution is an agreement with LaCroix Traffic Engineering, PLLC for the 10th Street Apartments Traffic Impact Study. The company will be paid \$6,750 for these services.

Suggested Motion:

Approve and execute the agreement with LaCroix Traffic Engineering, PLLC, to perform the 10th Street Apartments Traffic Impact Study at a cost of \$6,750.

AGREEMENT

10th Street Apartments Traffic Impact Study

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **LaCroix Traffic Engineering, PLLC** (“Consultant”), whose mailing address is 344 Williamson Ave NW, Grand Rapids, MI 49525, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Consultant shall provide the City services for the 10th Street Apartments Traffic Impact Study, which services are more particularly described in Consultant’s June 9, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Consultant shall complete Task 1 through the draft report in Task 3 as outlined in the attached Exhibit A no later than June 28, 2022.

Section 3. Compensation

- (A) City agrees to compensate Consultant the sum of Six Thousand Seven Hundred Fifty Dollars \$6,750 for performing all Duties.

Section 4. Payment

- (A) City shall pay Consultant for each phase of Duties satisfactorily completed under this agreement as Duties progress.
- (B) Payment shall be upon City’s receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

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

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms,

conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

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

Section 10. Contracting with Relatives

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

Section 11. No Investment Activities in Iran

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

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Force Majeure

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

Section 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
 - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 15. Termination

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

Section 16. Notice

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

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

Contractor: LaCroix Traffic Engineering, PLLC
Attn: Nick LaCroix, PE PTOE
3455 Williamson Ave NE
Grand Rapids, MI 49525

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

City of Goshen, Indiana Goshen Board of Public Works and Safety	LaCroix Traffic Engineering, PLLC
_____ Jeremy P. Stutsman, Mayor	_____ Printed: _____
_____ Mary Nichols, Member	_____ Title: _____
_____ Michael A. Landis, Member	_____ Date Signed: _____
_____ Barb Swartley, Member	
_____ DeWayne Riouse, Member	
Date Signed: _____	



LaCroix Traffic Engineering, PLLC
3455 Williamson Ave NE
Grand Rapids, MI 49525
616.206.1902
nick@lacroixtraffic.com

June 9, 2022

Josh Corwin
City of Goshen
204 East Jefferson Street, Suite 1
Goshen, IN 46528

RE: Letter Agreement for Traffic Engineering Services
10th Street Apartments Traffic Impact Study, Goshen, Indiana

Dear Mr. Corwin,

LaCroix Traffic Engineering, PLLC (“LTE”) desires to provide professional traffic engineering services to the City of Goshen (“Client”) in connection with the 10th Street Apartments Traffic Impact Study project located in Goshen, Indiana.

A detailed scope of work and project schedule are described in the Scope of Work attached as Exhibit “A” of this letter. LTE proposes professional compensation for the project as follows:

- Contract Type: **Lump Sum**
- Total Compensation: **\$6,750**

All services will be performed in accordance with the Agreement Terms and Conditions attached as Exhibit “B” of this letter.

If the terms of this agreement are acceptable to you, please sign below and return a copy of the signed proposal to me.

We are looking forward to working with you on this project. If you have any question or concerns, please contact me at (616) 206-1902 or nick@lacroixtraffic.com.

Sincerely,

Nick LaCroix, PE PTOE
Senior Traffic Engineer/Owner

This agreement is accepted by the City of Goshen this _____ day of _____, 2022.

Accepted By: _____

Printed Name: _____

Title: _____



PROJECT UNDERSTANDING

The City of Goshen is working with a developer to construct a 136-unit apartment complex on the west side of 10th Street, just north of Plymouth Road. Access to the site will be via two access driveways to 10th Street.

As part of the project approval process, a traffic impact study has been requested to be prepared to quantify the impacts the project may have on the surrounding roadway network.

WORK PLAN

Based upon the above understanding, LTE will provide the following scope of services.

Task 1 - Data Collection

LTE will collect a 24-hour turning-movement count on a typical weekday at the Plymouth Avenue/10th Street intersection on a typical weekday. The study area for the traffic analysis will include the intersections listed below. In total, three unsignalized intersections are included in the study area.

- Plymouth Avenue at 10th Street
- 10th Street at Proposed North Site Driveway
- 10th Street at Proposed South Site Driveway

LTE will complete an on-site review of the current study area roadway system to confirm pertinent information at/near the study area intersections including intersection lane configurations, control devices, signal timings, speed limits and related information.

Task 2 –Traffic Analyses

LTE will complete traffic analyses for the existing and future conditions as outlined below.

Existing Conditions

Using the data collected in Task 1, LTE will develop a base traffic model for the study area intersections to define how well they are currently operating as listed below. The existing conditions analysis results will provide a basis for comparing with the future conditions results and determine the impacts of the proposed development.

- Develop and calibrate a Synchro[®] model to reflect existing traffic conditions.
- Complete a capacity analysis of existing conditions at the study area intersections for the typical weekday morning and afternoon peak-hours.
- Determine any current operational deficiencies at the study area intersections.
- Recommend roadway improvements, if any, to mitigate existing conditions.



Future (2024) Conditions

The future conditions analyses will be completed to determine the future operating conditions of the study area intersections after the completion of the proposed apartment complex as listed below. This set of analyses will help define the impacts of the development at the study area intersections.

- An applicable annual background traffic growth rate will be determined and confirmed with the City.
- The annual growth rate will be applied to the existing traffic volumes at the study area intersections.
- As data collection will occur while the adjacent Goshen High School is not in session, the collected traffic data will be adjusted to account for school traffic. This will be accomplished by using the ITE Trip Generation Manual to estimate school trips, or by comparing the collected traffic data to previously collected data while school was in session.
- Trips anticipated to be generated by the proposed development will be determined based on the applicable land use within the ITE Trip Generation Manual.
- New trips from the proposed development will be assigned to the study area intersections based on the distribution of existing traffic in the study area, location of proposed site driveways, and engineering judgment.
- Anticipated trips from the proposed development will be added to the background traffic volumes to determine the total future traffic volumes at the study area intersections.
- Synchro[®] models will be updated with the future traffic volume projections.
- Complete a capacity analysis of future conditions at the study area intersections for the typical weekday morning and afternoon peak-hours.
- Determine 95th percentile peak-hour queue lengths at study area intersections as appropriate.
- Turn lane warrants at the study area intersections will be performed based on INDOT standards as appropriate.
- Determine any operational deficiencies at the study area intersections for the future conditions.
- Recommend roadway improvements, if any, to mitigate impacts created by the proposed development. Improvements may include, but not limited to, additional laneage and/or auxiliary turn lanes at the study area intersections.

Task 3 - Report

Data collection efforts, analyses findings and resulting recommendations will be summarized in text and graphic form. Graphics will include the standard impact study illustrations including existing and projected future traffic volumes, site traffic distribution, and level-of-service for each intersection movement.

A draft report will be submitted initially to the City of Goshen for review and comment. Upon receipt of comments, an electronic copy of the final report will be submitted. Synchro[®] model data will also be provided for review, if requested.



SCHEDULE

Task 1 through the draft report in Task 3 will be completed no later than June 28, 2022 assuming authorization to proceed is received no later than June 13, 2022.

FEES

LTE proposes to perform the scope of work described above for a lump sum fee of **\$6,750**. Reimbursable expenses estimated to be \$2,100 are included in the total fee.

CONDITIONS & EXCLUSIONS

Tasks 1 through Task 3 outlined herein will be completed based upon base traffic data collected and land use and access assumptions provided by the City of Goshen and one overall set of analyses. If those land use assumptions change after the trip generation analyses have started, additional fees will need to be authorized.

The budget outlined below assumes LTE will not be requested to attend any in-person meetings with the City during or at the completion of the study process. If in-person meetings are necessary, additional compensation will need to be authorized. An online meeting or conference call to discuss the results of the study can be accommodated within the project budget.



Exhibit B Agreement Terms and Conditions

Invoices & Payment

LTE shall submit invoices monthly or at project completion for services performed and expenses incurred under this Agreement. Payment is due upon Client's receipt of invoice and shall be considered past due if payment is not received within thirty (30) calendar days from date of invoice.

LTE retains the right to assess Client a finance charge of one and one-half percent (1.5%) per month, but not to exceed the maximum rate allowed by law, on invoices that are not paid within thirty (30) calendar days from date of invoice.

The Client's obligation to pay for services performed by LTE shall not be reduced due to the Client's inability to obtain financing, zoning, approval of regulatory agencies, or any other reason.

Acceptance

If Client gives LTE verbal, emailed, or written notification to proceed with services outlined in this Agreement, without providing a signed copy of this Agreement, it will be mutually understood that Client and LTE will be contractually bound by this Agreement, even in the absence of signed written authorization. Client's acceptance of services under this agreement will be deemed approval of the Agreement.

Additional Services

Additional services requested not specifically outlined in the Scope of Work shall require additional compensation. LTE will provide the Client with a fee amendment for approval prior to performing any additional services.

Schedule

LTE shall perform the services under this Agreement per the schedule outlined in the Scope of Work. The Client agrees LTE is not responsible for any loss or damages resulting from any delays for causes outside LTE's control, including, but not limited to inclement weather, governmental or reviewing agency delays, natural disasters, or acts of God.

Insurance

LTE agrees to procure and maintain, at its expense, Commercial General liability insurance, Professional Liability insurance, and Automobile Liability insurance for claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which LTE is legally liable.

Limitation of Liability

It is agreed that LTE's total liability to the Client, and all Contractors and Subcontractors on the project, due to LTE's negligent acts, errors, or omissions shall not exceed the total compensation received by LTE under this Agreement. LTE shall not be liable for Client's loss of profits, loss of business, delay damages, or any other special incidental or consequential loss or damage arising at any time or from any cause.

Ownership and Use of Documents

The Client agrees LTE owns all reports, documents, and work products, including all associated copyrights, produced as part of this Agreement. LTE grants to the Client a limited license to reproduce the project deliverables for use in the Client's project.

Standard of Care

The standard of care for all professional engineering and related services performed or furnished by LTE under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

LTE makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by LTE.

Dispute Resolution

LTE and Client shall resolve all claims and disputes arising out of or related to this Agreement in the following manner:

1. LTE and Client agree to negotiate all disputes in good faith for a period of ten (10) days from the date of notice, prior to invoking mediation.
2. LTE and Client agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Disputes") to private mediation. LTE and Client agree to participate in the mediation process in good faith.
3. If the dispute cannot be settled through negotiation or mediation, then such dispute shall be decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association then in effect. The award rendered, if any, by the arbitrator(s) shall be final and binding and judgement may be entered upon it in accordance with the applicable law in any court having jurisdiction.

Demand for arbitration must be served in writing on the opposing party no later than one (1) year from the date of substantial completion of LTE's participation in the project.

All mediation or arbitration shall take place in the State of Michigan. Each party shall share equally the fees and expenses of the mediator or arbitrator(s) and other costs incurred by the mediator or arbitrator(s).

Environmental Conditions of Site

To the fullest extent permitted by law, the Client shall indemnify and hold harmless LTE from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or relating to the presence, discharge, release, or escape of any Hazardous Substance at, on, under or from the project site.

Termination

The Client or LTE may terminate this Agreement, in whole or in part, by giving seven (7) days written notice if the other party substantially fails to fulfill its obligations under the Agreement through no fault of the terminating party. Upon termination, LTE shall be entitled to invoice Client and receive full payment for all services and reimbursable expenses incurred through the effective date of termination. Where the method of payment is "lump sum" or "fixed fee", the final invoice will be based on the number of hours billed to the project as of the date of termination, a standard hourly rate of \$150 per hour, and incurred reimbursable expenses. An equitable adjustment shall also be made to provide for termination settlement costs, if any, LTE incurs as a result of commitments finalized prior to termination.

Entire Agreement

The terms of this Agreement are final, and any and all prior written or oral agreements or understandings are superseded by this final signed written agreement. Any changes to the written agreement, the scope of services, or terms and conditions, must be made in writing and signed by both LTE and the Client.

Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain valid and binding upon the parties.

Controlling Law

This Agreement shall be governed by the laws of the State of Michigan.



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

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

6/10/2022

Request for Road Closure on Chicago Ave.

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

The City of Goshen Water and Sewer Department will be repairing a sewer main on Chicago Ave. The work will require excavation of the road, with a trench that will be approximately 8' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close Chicago Ave. to thru traffic, between Wilkinson and Denver St., on Wednesday 6/15/2022, starting 8:00 am, and reopening for traffic on Friday morning 6/17/2022.

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

Regards;

Kent Holdren
Superintendent of Goshen Water Department



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **WILDEN TREE CLEARING – REVISED BALANCING CHANGE ORDER NO. 1
(JN: 2014-0035)**

DATE: June 13, 2022

Attached please find the Revised Change Order No. 1 - Balancing Change Order.

Due to the missed line item #9 “work completed prior to 1/31/22 (5 days)” at -\$200.00 a day for a total of -\$1000.00, the engineering department is resubmitting this balancing change order for the above project. This Change Order replaces the Change Order No. 1 approved at the 5/16/2022 Board of Works meeting.

Also, the engineering department found a reduction in the planned number of trees to be removed along Wilden Ave. due to trees that were removed before the project started.

Revised Change Order No. 1 decreases the current contract price by \$80,290.00, making the final contract amount \$199,600.00, a 28.69% decrease over the original contract of \$279,890.00.

Please review and consider approval of this change order by signing the attached copies.

Original contract amount	\$279,890.00
Change Order No. 1	-\$80,290.00
Revised contract amount	\$199,600.00

Suggested Motion: Approve the balancing Revised Change Order No. 1, decreasing the contract by \$80,290.00 for a final contract amount of \$199,600.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1-Rev.

Date: 6/27/2022

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Wilden Ave. Tree Clearing
PROJECT NUMBER: 2014-0035
CONTRACTOR: J. Ranck Electric

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Line item adjustments to serve as a balancing change order to close the project.

3	Tree Removal, 6 in. (Note: This balances the line item out)	-27 EA	@ \$400.00	-----	-\$10,800.00
4	Tree Removal, 10 in. (Note: This balances the line item out)	3 EA	@ \$970.00	-----	\$2,910.00
5	Tree Removal, 18 in. (Note: This balances the line item out)	-4 EA	@ \$2,100.00	-----	-\$8,400.00
6	Tree Removal, 30 in. (Note: This balances the line item out)	-4 EA	@ \$3,000.00	-----	-\$12,000.00
7	Tree Removal, 48 in. (Note: This balances the line item out)	-10 EA	@ \$5,300.00	-----	-\$53,000.00
9	Work Completed Prior to 1-31-22 (5 Days)	5 DAYS	@ \$200.00	-----	\$1,000.00

Total **-\$80,290.00**

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1-Rev.

Date: 6/27/2022

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

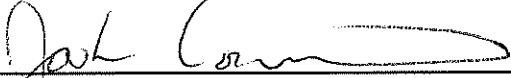
1. Amount of original contract	\$279,890.00
2. Net (Addition /Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	
3. Amount of Contract, not including this supplement	\$279,890.00
4. Addition /Reduction to Contract due to this supplement	(\$80,290.00)
5. Amount of Contract, including this supplemental	\$199,600.00
6. Total (Addition /Reduction) due to all Change Orders (Line 2 + Line 4)	(\$80,290.00)
7. Total percent of change in the original contract price Includes Change Order No. 0 to <u>1</u> (Line 6 divided by Line 1)	-28.69%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby ~~extended~~/~~reduced~~ by 0 calendar days, making the final completion date N/A.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, PE

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

J. Ranck Electric

BY: _____
Signature of authorized representative

Printed

Title