



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., August 15, 2022

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes: August 8, 2022

Approval of Agenda

- 1) Fire Department request:** Hire John M. Kauffman as a probationary firefighter
- 2) Fire Department request:** Hire Matthew W. Pilling as a probationary firefighter
- 3) Legal Department:** Acceptance of Easement from Green Oaks of Goshen, LLC
- 4) Legal Department:** Approve and authorize Mayor Stutsman to execute the Agreement with New Avenues Inc. to provide the expansion of services of the employee assistance program
- 5) Legal Department:** Agreement with AquaResource for software for backflow tracking at the Water and Sewer Department
- 6) Legal Department:** Resolution 2022-27, Hardship Collection Services Policy
- 7) Water & Sewer Office:** Request to approve unpaid final accounts (Kelly Saenz)
- 8) Engineering Department:** Approve the closure of College Avenue, east of Century Drive, from August 16 through September 23, 2022•

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., August 15, 2022

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols



9) Stormwater Department: Accept the post-construction stormwater management plan for Taco Bell

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE August 8, 2022 REGULAR MEETING

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

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

Absent: None

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

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the Aug. 1, 2022 regular meeting. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the suggested removal of agenda item #4 – *Request to approve a conditional offer of employment to Austin James Shapland as a Probationary Patrol Officer.* Board member Nichols moved to approve the agenda as suggested. Board member Riouse seconded the motion. Motion passed 5-0.

1) OPENING OF BIDS (were due at 1:45 p.m. on Aug. 8, 2022 in the Clerk-Treasurer's Office): Purchase of four 2023 Hybrid Pursuit Sports Utility Vehicles

Project: The City of Goshen solicited sealed bids for the purchase of four 2023 Hybrid Pursuit SUVs and the option to purchase up to four additional Pursuit Hybrid SUVs at the same unit price.

Mayor Stutsman opened the bids received for four 2023 Hybrid Pursuit SUVs. There was one bid from: **Eby Ford Sales, Inc. of Goshen, Indiana, a bid of \$199,900 (\$49,975 per unit for the 2023 Interceptor).**

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

2) Police Department: Approve the promotion of Kraig R. Caridine to Patrol Officer, effective Aug. 9, 2022

City Police Chief José Miller asked the Board to approve the promotion of Kraig R. Caridine from the position of Probationary Patrol Officer to the rank of Patrol Officer, effective Aug. 9, 2022. Chief Miller said on Aug. 9, 2022, Officer Caridine will have completed his 12-month probationary period. He added that Officer Caridine has demonstrated that he will be a great addition to the Goshen Police Department and to this community.

Nichols/Riouse moved to approve the promotion of Kraig R. Caridine to the rank of Patrol Officer, effective Aug. 9, 2022. Motion passed 5-0. The Mayor then swore Officer Caridine into office.

3) Police Department: Approve the resignation of Patrol Officer David Stump, retroactive to Aug. 6, 2022

City Police Chief José Miller asked the Board to approve the resignation of David M. Stump, retroactive to Saturday Aug. 6, 2022.



Chief Miller said Officer Stump has accepted a position with the Wakarusa Police Department that was recently created and after much discussion with his wife, he felt it was best for him and his family that he accept the job. Officer Stump previously worked as a reserve officer in Wakarusa and lives there. Chief Miller wished the best for Officer Stump in his new position.

In his letter of resignation, **Officer Stump** wrote, "I appreciate the opportunity that Goshen has provided me to work as a police officer and I have enjoyed working with everyone there ...I will always be grateful for the training and experience that the Goshen Police Department and all of the amazing people there provided me."

Nichols/Riouse moved to approve the resignation of David M. Stump, retroactive to Saturday Aug. 6, 2022. Motion passed 5-0.

4) Building owner: Request by David Pottinger to approve placement of a dumpster in back of 211-213 Main Street, beside the alley, for waste material associated with a roof replacement

David Pottinger submitted a request to the Board to approve the placement of a dumpster in back of 211-213 Main Street, beside the alley, for waste material associated with a roof replacement, from Aug. 8 to Aug. 11, 2022.

The building is located between Fables Books and John Hall True Value Hardware. The building's tenants are Twisted Britches Boutique and Planted Arrow. In his request, Pottinger indicated that the dumpster would be placed next to the building and parallel to the alley and would not infringe on any parking spaces. He asked for placement of the dumpster, retroactive to today, Aug. 8, and continuing until Aug. 11, 2022.

Pottinger was not be present. For the record, **Mayor Stutsman** said Pottinger is a family member, but the Mayor has no financial interest in the building, so he would be voting.

Nichols/Riouse moved to approve the placement of a dumpster in back of 211-213 Main Street, beside the alley, for waste material associated with a roof replacement, from Aug. 8 to Aug. 11, 2022. Motion passed 5-0.

5) Downtown Goshen, Inc.: Request for closure of Main Street, from Lincoln to Clinton streets, on Sept. 2, 2022 for the previously postponed First Friday Classic Car Show

On behalf of **Downtown Goshen, Inc.**, **Adrienne Nesbitt**, Director of Events for **Eyedart Creative Studio**, asked the Board to approve the closure of Main Street, from Lincoln to Clinton streets, with no parking, from 8 a.m. to 10 p.m. on Sept. 2, 2022.

Nesbitt indicated the closure was requested for a September First Friday Classic Car Show, which was previously postponed in July. She said businesses on Main Street affected by the closure were informed about the closure request. She added that Downtown Goshen, Inc. would need orange fencing and would collaborate with the City Street Department regarding its needs.

Nichols/Riouse moved to approve the closure of Main Street, from Lincoln to Clinton streets, with no parking, from 8 a.m. to 10 p.m. on Sept. 2, 2022. Motion passed 5-0.

6) Downtown Goshen, Inc.: Request for closure of parking spaces on West Washington Street for the duration of Arts on the Millrace, Sept. 10, 2022

On behalf of **Downtown Goshen, Inc.**, **Adrienne Nesbitt**, Director of Events for **Eyedart Creative Studio**, asked the Board to approve the closure and use of four parking spots in front of the Powerhouse Park on West Washington Street from 8 a.m. to 10 p.m. on Sept. 10, 2022 for the Arts of the Millrace event.



Nesbitt added that Downtown Goshen, Inc. will need orange fencing and a trailer with trash cans for this event and will collaborate with the City Street Department regarding its needs.

Nichols/Riouse moved to approve the closure and use of four parking spots in front of the Powerhouse Park on West Washington Street from 8 a.m. to 10 p.m. on Sept. 10, 2022 for the Arts of the Millrace event. Motion passed 5-0.

7) Legal Department: Resolution 2022-26, Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Certain Policies

City Attorney Bodie Stegelmann asked the Board to approve Resolution 2022-26, Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Various Policies.

Stegelmann said the Board of Public Works and Safety previously adopted Resolutions approving City Police Department policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol LLC staff have identified certain, additional revisions to policies, and developed a new policy, deemed appropriate due to legislative or other changed circumstances.

By approving and adopting **Resolution-2022-26**, the following revised City of Goshen Police Department Policies, copies of which were attached to the Board's agenda packet, were approved, as amended Aug. 8, 2022, effective immediately:

- 206 Retired Officer Identification Card
- 304 Electronic Control Device
- 305 Officer-Involved Deadly Force Incidents
- 325 Reserve Officers
- 427 Medical Aid and Response
- 501 Traffic Accidents
- 600 Investigation and Prosecution
- 606 Warrant Service
- 800 Evidence Room
- 900 Temporary Custody of Adults
- 1015 Outside Employment and Outside Overtime
- 1023 Line-of-Duty Deaths

In addition, approval of the resolution made the following policy effective immediately:

- 1024 Wellness Program

Finally, the Board's approval and adoption of Resolution-2022-26 caused the repeal of the following policies:

- 206 Retired Officer Identification Card
- 304 Electronic Control Device
- 305 Officer-Involved Deadly Force Incidents
- 325 Reserve Officers
- 427 Medical Aid and Response
- 501 Traffic Accidents
- 600 Investigation and Prosecution



- 606 Warrant Service
- 800 Evidence Room
- 900 Temporary Custody of Adults
- 1016 Outside Employment and Outside Overtime
- 1024 Line-of-Duty Deaths

Board member Landis asked about how the changes were indicated on the policy documents. **Mayor Stutsman** asked about Policy 1024, the Wellness Program, and the numbering system of the policies. **Chief Miller** said officers know the policies from the titles and not the numbers, which change. **Chief Miller** added that policy changes will normally be revised yearly due to changes in law and other factors.

Nichols/Riouse moved to approve Resolution 2022-26, Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Various Policies. Motion passed 5-0.

8) Engineering Department: Request to approve the lowering of the water level in the Mill Race Canal for the 2020-2022 Goshen Biennial Bridge Inspection Program

City Civil Traffic Engineer Josh Corwin asked the Board to approve the lowering of the water level in the Millrace Canal from Aug. 16 to Aug. 29, 2022.

Corwin said as part of the bridge inspections for the 2020-2022 Goshen Biennial Bridge Inspection Program, the consultant has requested the water level in the Millrace Canal be lowered during the inspection process. The lowered water level is typical for the inspections and allows for a more detailed inspection of the bridge's substructure and supports. In order to accommodate both this request and the bridge inspections and to allow for adequate time to lower and raise the water level, the Engineering Department is requesting the Board of Public Works and Safety approve the lowering of the water level in the Millrace Canal, Aug. 16-29, 2022.

In response to a question from **Mayor Stutsman**, **Corwin** said the longer period of the lowered water level was for safety reasons.

Nichols/Riouse moved to approve the lowering of the water level in the Millrace Canal from Aug. 16 to Aug. 29, 2022. Motion passed 5-0.

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda
2:00 p.m., August 8, 2022

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

Members: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols

Mayor Stutsman convened the Stormwater Board meeting at 2:16 p.m. to consider the following items:



9) Stormwater Department: Accept the post-construction stormwater management plan for Green Oaks Assisted Living

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept post-construction stormwater management plan for Green Oaks Assisted Living as it has been found to meet the requirements of City Ordinance 4329.

Sailor said the developer of Green Oaks Assisted Living, affecting one (1) or more acres of land and located at 282 Johnston Street, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Nichols/Landis moved to accept post-construction stormwater management plan for Green Oaks Assisted Living as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

10) Stormwater Department: Accept the post-construction stormwater management plan for Keystone RV Shipyard Building & Gravel Storage Lot

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept post-construction stormwater management plan for Keystone RV Shipyard Building & Gravel Storage Lot project as it has been found to meet the requirements of City Ordinance 4329.

Sailor aid the developer of Keystone RV Shipyard Building & Gravel Storage Lot project, affecting one (1) or more acres of land and located at 3393 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Nichols/Landis moved to accept post-construction stormwater management plan for Keystone RV Shipyard Building & Gravel Storage Lot as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

11) Stormwater Department: Accept the post-construction stormwater management plan for Beacon Health Dunlap Outpatient Center

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept post-construction stormwater management plan for the Beacon Health Dunlap Outpatient Center as it has been found to meet the requirements of City Ordinance 4329.

Sailor said the developer of Beacon Health Dunlap Outpatient Center, affecting one (1) or more acres of land and located at 2222 Rieth Boulevard, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

Nichols/Landis moved to accept post-construction stormwater management plan for Beacon Health Dunlap Outpatient Center as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

With the Stormwater Board agenda items completed, Mayor Stutsman closed the Stormwater Board meeting at 2:18 p.m. and resumed the Board of Works & Safety meeting.



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

Mayor Stutsman opened Privilege of the Floor at 2:18. p.m. There were no public comments, so Mayor Stutsman closed Privilege of the Floor at 2:18 p.m.

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

Mayor Stutsman adjourned the meeting at 2:19 p.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member



DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

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

August 8, 2022

To: The Board of Works and Public Safety

RE: Hire John M. Kauffman as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that John M. Kauffman has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire John as a Probationary Firefighter for the Goshen Fire Department effective today, August 15, 2022

Thank you.



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
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August 8, 2022

To: The Board of Works and Public Safety

RE: Hire Matthew W. Pilling as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Matthew W. Pilling has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Matthew as a Probationary Firefighter for the Goshen Fire Department effective today, August 15, 2022

Thank you.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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www.goshenindiana.org

August 15, 2022

To: Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Acceptance of Easement from Green Oaks of Goshen, LLC

It is recommended that the Board accept the attached Easement from Green Oaks of Goshen, LLC. This easement is for Goshen City utility purposes along the south side of Johnston Street.

Suggested Motion:

Move to accept the Easement for Goshen City utility purposes from Green Oaks of Goshen, LLC, and authorize the Mayor to execute the Acceptance.

EASEMENT

Green Oaks of Goshen, LLC, an Indiana limited liability company ("Green Oaks"), grants to **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, an easement over, across, and through certain real property located along Johnson Street, City of Goshen, Elkhart Township, Elkhart County, State of Indiana, more particularly described as follows:

A part of Lot "G" in North Meadow Estates Third Addition, being a Subdivision in the South Half of Section 4, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, the plat of which is recorded in Plat Volume 25, Page 92, in the Office of the Recorder of Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the attached Easement Sketch, marked Exhibit "B", described as follows: Beginning at the northeast corner of Lot "G" in said Subdivision and further being the northeast corner of the grantor's land; thence South 0 degrees 10 minutes 35 seconds East 20.24 feet, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, along the east line of said Lot and grantor's land; thence North 55 degrees 58 minutes 28 seconds West 52.66 feet; thence North 57 degrees 41 minutes 26 seconds West 24.63 feet; thence North 62 degrees 06 minutes 10 seconds West 65.81 feet; thence North 69 degrees 21 minutes 54 seconds West 38.71 feet; thence North 76 degrees 10 minutes 27 seconds West 45.93 feet; thence North 84 degrees 36 minutes 16 seconds West 36.88 feet; thence South 89 degrees 49 minutes 26 seconds West 14.80 feet; thence South 86 degrees 01 minute 03 seconds West 27.91 feet; thence South 81 degrees 17 minutes 47 seconds West 25.32 feet to the west line of said Lot and grantor's land; thence North 0 degrees 07 minutes 09 seconds West 13.39 feet along said west line to the northwest corner of said Lot and grantor's land; thence easterly along the north line of said Lot and grantor's land 8.53 feet along a non-tangent arc to the right having a radius of 1,170.00 feet and subtended by a long chord having a bearing of North 81 degrees 41 minutes 52 seconds East and a length of 8.53 feet; thence continuing easterly along said north line 310.09 feet along an arc

to the right having a radius of 371.36 feet and subtended by a long chord having a bearing of South 74 degrees 10 minutes 19 seconds East and a length of 301.16 feet; thence continuing southeasterly along said north line 12.46 feet along an arc to the right having a radius of 430.00 feet and subtended by a long chord having a bearing of South 50 degrees 29 minutes 26 seconds East and a length of 12.46 feet to the point of beginning and containing 5,471 square feet, more or less.

(Hereinafter referred to as "Easement").

The Easement is part of the real estate located on Johnson Street, City of Goshen, Indiana, identified with Parcel Number 20-11-04-401-007.000-015, and is a part of Lot "G" of North Meadow Estates Third Addition, being a Subdivision in the South Half of Section 4, Township 36 North, Range 6 East, Elkhart Township, City of Goshen, Elkhart County, the plat of which is recorded in Plat Volume 25, Page 92, in the Office of the Recorder of Elkhart County, Indiana. Green Oaks obtained title to the real estate by Warranty Deed dated November 3, 2020, and recorded November 17, 2020, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2020-27446.

The Easement is granted to City for Goshen City utilities purposes. Green Oaks grants City access to the Easement for the purposes of installing, operating and maintaining Goshen City utility facilities within the Easement.

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

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this Easement on
August 8, 2022.

Green Oaks of Goshen, LLC

By: [Signature]
Printed: Kevin Beard
Title: Manager

~~STATE OF INDIANA~~)
ILLINOIS) SS:
COOK)
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared KEVIN BEARD, the MANAGER, of Green Oaks of Goshen, LLC, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this 8 day of AUGUST, 2022.



[Signature]
Printed Name: Marcin Gwizdala
Notary Public of Cook County, ~~Indiana~~ ILLINOIS
My Commission Expires: 8/11/2025
Commission Number: 937043

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.


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

Parcel No: nc
 Road: Johnston Street
 Sec: 4 Town: 36N Range: 6E

Easement Sketch Exhibit "B"

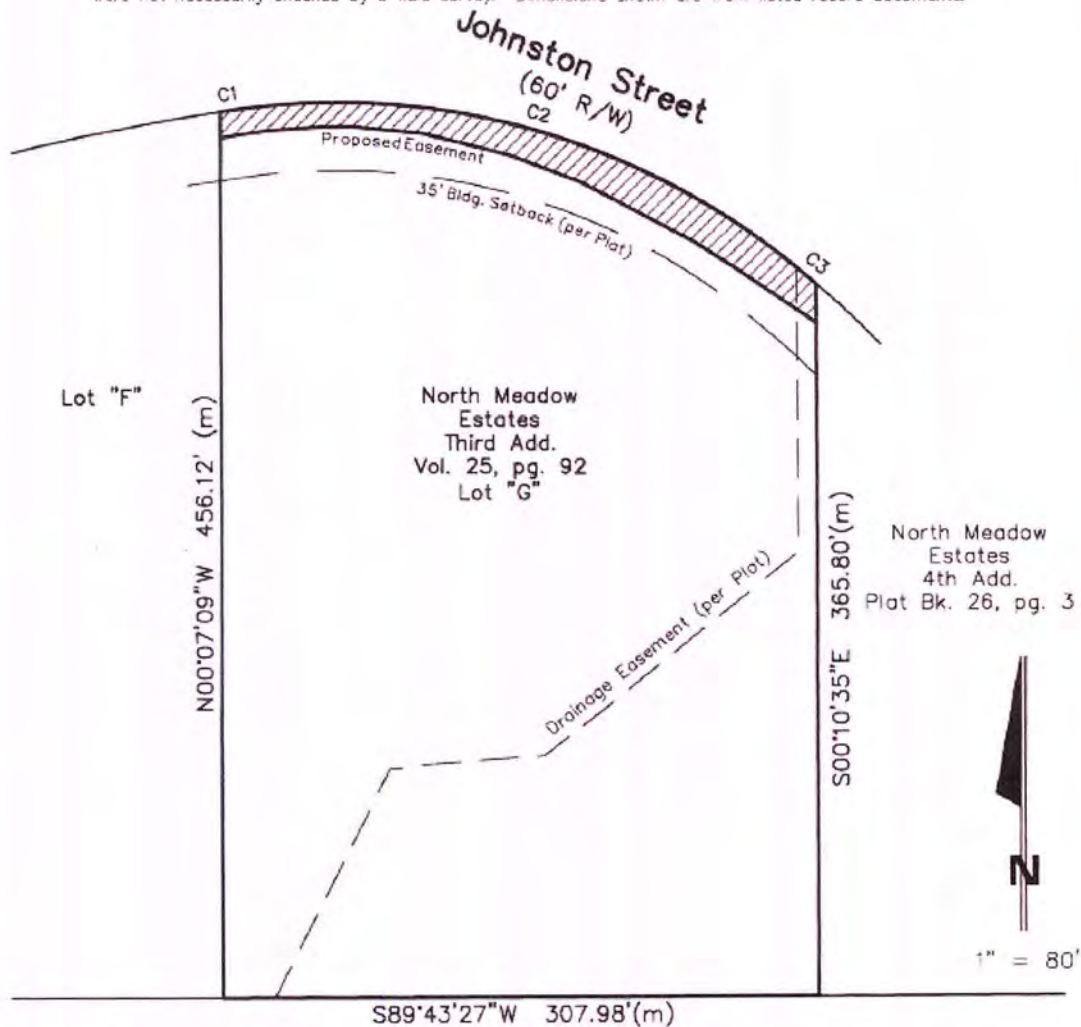
Job No: 2020-0213
 Drawn: jsb
 Checked: mdc
 County: Elkhart

Prepared for: City of Goshen
 Owner: Green Oaks of Goshen, LLC

 Hatched area is approximate easement.

Deed Rec.: 2020-27446
 Key Number: 20-11-04-401-007.000-015

This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey. Dimensions shown are from listed record documents.



Curve Table (Measured)

Curve	Radius	Arc Length	Chord Length	Chord Bearing	Delta Angle
C1	1170.00'	8.53'	8.53'	N81°41'52" E	0°25'04"
C2	370.00'	310.16'	301.16'	S74°10'19" E	48°01'48"
C3	430.00'	12.46'	12.46'	S50°29'26" E	1°39'37"



Elkhart, IN
 p: 574.293.7762
 South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522

Note:

Perimeter dimensions of Lot "G" are based upon an ALTA/NSPS Land Title Survey, prepared by Jeffrey S. Barnes, PS of JPR dated October 30, 2020, drawing no. C-1605.

JSB 4/30/21

ACCEPTANCE

The **City of Goshen, Indiana**, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from **Green Oaks of Goshen, LLC** and accepts the Easement on _____, 2022.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2022.

Shannon Marks, Notary Public
Notary Public of Elkhart County, Indiana
My Commission Expires May 17, 2024
Commission Number: NP0685467

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Bodie J. Stegelmann



CITY OF GOSHEN LEGAL DEPARTMENT

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www.goshenindiana.org

August 17, 2022

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with New Avenues Inc.
Full Service Employee Assistance Program for Goshen Police Officers

Attached for the Board's approval and authorization Mayor Stutsman to execute is an agreement with New Avenues Inc. to provide Goshen Police Department with an expansion of services under the employee assistance program for 2022 to include full services for Goshen Police department employees. Goshen Police Department desires to offer these services to its employees because of the nature of their job and the exposure officers have to critical incidents that include emotional and physical trauma. This contract is to begin January 1, 2023 and continue through and including December 31, 2023. The City will pay New Avenues a total annual cost of \$3,573 for this additional full services contract.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute the Agreement with New Avenues Inc. to provide and expansion of services of the employee assistance program for 2022 to provide full services to Goshen Police Department employees.



City of Goshen – Police Department
Employee Assistance Program (EAP)
Full Service Contract

Length of Contract:
January 1, 2023 – December 31, 2023

I. Overview

New Avenues will arrange for the delivery of Employee Assistance Program services to all Police Department employees and their dependents as indicated in the Definition of Eligibility addendum during the term of this Agreement with City of Goshen – Police Department hereinafter to be referred as “the Company.” New Avenues will arrange for such services to be provided by duly trained and qualified professionals in accordance with generally recognized treatment standards.

II. Location and Service Access Information

Our corporate office address is P.O. Box 360, South Bend, Indiana 46624. Our corporate office location is 300 South St. Louis Boulevard, Suite 200, South Bend, Indiana 46617. New Avenues manages a network of EAP Providers across the state of Indiana and nationwide to provide service to your employees.

- A. Any employee or immediate family member may be seen in any of our provider network offices near their home or workplace. Telephonic counseling, secure face-to-face video counseling and a chat function on the iConnectYou app are also available when appropriate.
- B. Hours of Operation for corporate office and member services include: 8:30 a.m. to 5:00 p.m., Monday through Thursday: 8:30 a.m. to 4:30 p.m., Friday (Eastern Standard Time). Our on-call clinical staff is available for immediate or emergency situations 24 hours per day including weekends and holidays.
- C. A toll-free telephone number will be provided to all employees for easy EAP access.

III. Access Procedure and Orientation Service

- A. Members can access their EAP services by calling New Avenues and speaking to an Intake Specialist who will obtain necessary account information and information of the member’s counseling needs. A Care Manager (Master’s level mental health counselor) is available for members to consult when dealing with higher risk and emergency needs. The member will then be informed how counseling services will proceed. New Avenues will make a reasonable attempt to select an EAP Provider that can provide continuity of care with the member’s health plan if needed.
- B. Members of our professional staff are willing to meet with your staff on-site, through a secure platform and/or provide you with a Microsoft PowerPoint Orientation. The orientation will orient them to the program, including how to self-refer, stress confidentiality, and normalize issues they may be experiencing so that persons will feel comfortable making appointments. We suggest group sizes of approximately 35-40 employees at a time for on-site presentations.
- C. We will provide you with a draft introductory letter announcing the EAP, to be mailed by you to the home of each employee introducing the Employee Assistance Program or sent through email.

IV. Scope of EAP Services

- A. Employee Assistance Program New Avenues will provide a work-based intervention program designed to assist Police Department employees and eligible family members, as determined by the Company, (refer to addendum: Definition of EAP Eligibility) experiencing a broad range of personal problems that may be adversely affecting the employee’s attendance and performance. Services may be delivered by New Avenues staff and/or a network provider for face-to-face, telephonic, secure video, or chat. See Exhibit A for agreed upon services.

The scope of the Employee Assistance Program covers the following Individual, Family and Marital counseling needs, but is not limited to:

- ❖ Stress
- ❖ Anger management
- ❖ Parenting concerns
- ❖ Emotional problems (i.e. depression, anxiety, obsessive-compulsive disorders, etc.)
- ❖ Alcohol/drug use
- ❖ Child/adolescent needs
- ❖ Communication problems
- ❖ Grief or trauma issues
- ❖ Conflict Resolutions Service
- ❖ Marital and partner concerns
- ❖ Aging parent issues
- ❖ Adjustment problems related to health conditions
- ❖ Occupational or career concerns
- ❖ Problems at work
- ❖ Employee or managerial coaching

The EAP counseling can also provide assessment of needs, and referral assistance for additional behavioral health needs such as: psychological testing, referral for physician evaluation, more intense level of care or extended counseling. The EAP is utilized for short term interventions and is solution focused.

Financial Assistance – Referral

New Avenues utilizes GreenPath Financial Wellness and may refer members to GreenPath for their Credit Counseling and Debt Counseling services. GreenPath is a premier credit counseling agency and is accredited by COA, Council on Accreditation and is a member with the following organization: National Foundation for Credit Counseling, NFCC, U.S. Department of Housing and Urban Development-Approved housing counseling agency, Consumer Affairs and The Better Business Bureau.

GreenPath Services beyond the free consultation session may have fees associated with them. Employees would be responsible for any services that would require a payment. Such as Debt Management Program, Student Loan Counseling, Bankruptcy Counseling, Homebuyer Counseling Program.

The EAP counseling services do not include:

- ❖ Reports for courts for any court ordered counseling or treatment
- ❖ Visitation or custody studies
- ❖ Inpatient, intensive outpatient services or partial hospitalization
- ❖ Physician services
- ❖ Psychological testing for clinical, educational, occupational, medical reasons
- ❖ Extended counseling
- ❖ Drug/alcohol classes, educational or wellness programs
- ❖ Drug/alcohol testing or other lab/pharmacy benefits
- ❖ Fitness-for-Duty Evaluations
- ❖ Risk Assessments
- ❖ Services under COBRA
- ❖ Long Term Counseling for chronic conditions

When/if the Provider recommends extended treatment the client may continue with the EAP counselor or another Provider if they wish, at their own expense or through their insurance benefits. The EAP counselor also may recommend additional services such as physician evaluation or psychological testing that will be subject to the individual's personal expense or health plan. The employee is under no obligation to use the EAP program prior to accessing their health plan or as a condition of accessing their health plan benefits.

- B. Supervisory Orientation Training. In addition to employee orientation sessions (see Sec. III B), EAP supervisory orientation training is available for your designated supervisors. The focus of the training will be how to make “disciplinary referrals” and “concerned supervisory referrals.” It will include information on “knowing when to refer” and “how to refer” and how to keep New Avenues informed of when a referral has been made. We will provide these services as agreed upon in Exhibit A.
- C. Trainings/ Workshops/ Seminars. New Avenues provides a variety of additional services that can improve departmental and organizational performance. Trainings, workshops and seminars may be purchased on an as needed basis. Staff is available for consultation with the Company's human resources representatives or supervisors who may call us and request assistance in choosing and/or designing special trainings. Trainings include, but are not limited to, Stress Management, Respect in the Workplace, Harassment, and Reasonable Suspicion Programs. For a list of offerings, see the current Training Catalog. We will provide these services as agreed upon in Exhibit A.
- D. Telephonic & Onsite Consultation/ Mediation/ Conflict Resolution. Staff are available for telephonic consultation with the Company's human resources representatives or supervisors who may call us and request assistance in how to talk with a particular employee, when a referral is needed, or for any other consultation about an employee that the Company and New Avenues deems appropriate. Onsite consultations, mediation, and conflict resolution may be purchased on an as needed basis. We will provide these services as agreed upon in Exhibit A.
- E. Focus on Success Management Referral Program. The New Avenues' Focus On Success Management Referral Program is designed to address the employee who has demonstrated significant or chronic performance problems, violation of work rules, violence or threatened violence, anger management problems, or troubled behavior. It can also be utilized to assist employees dealing with day-to-day stressors, depression and/or of mental health issues. We will provide these services as agreed upon in Exhibit A.

Services provided may include:

- ❖ Consultation with the employer
- ❖ All necessary forms and consents
- ❖ Referral, case management Provider communication, and oversight of the counseling by a New Avenues Care Manager
- ❖ Monthly compliance reports from New Avenues to the Company

The monthly reports provide the employer with information as to the employee's attendance, compliance with recommendations, and overall motivation/cooperation. No personal or medical information is released without the patient's written consent. (Medical information includes, but is not limited to, diagnosis, results of tests, and counseling notes.)

Referral to the EAP Focus on Success Management Referral Program may be a part of the employer's policies. However, the employee must voluntarily accept terms of participation. The terms of participation include signing an Authorization for Release of Information, attending sessions, cooperating with recommendations for treatment, acceptance of financial responsibility for treatment beyond sessions allowed in this agreement (including but not limited to counseling, group sessions, intensive outpatient programs, further psychiatric evaluation or psychological testing, drug/alcohol tests, classes). These services may be covered by the individual's health insurance benefit, but coverage is not guaranteed.

New Avenues acts solely in the role of facilitating referrals and communication regarding management referrals. New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral and shall serve as an intermediary between the Provider and the Company by communicating reports subject to the scope of the Authorization for Release of Information. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider of the EAP services. The Company further agrees that New Avenues is not responsible, and the Company will not hold it responsible for any action(s) taken by the Company as a result of the EAP referral and Provider reports.

When requested by the Company and consented to by the employee, New Avenues will monitor the employee's progress at least monthly (if applicable) by obtaining progress reports from the Provider(s) who are involved in the recommended behavioral health treatment. New Avenues will also communicate with the Company regarding the employee's compliance with treatment, subject to the scope of the authorization on record.

Drug/Alcohol tests are not provided by New Avenues, but they may be indicated during assessment or treatment at the recommendation or requirement of the Provider and become the financial responsibility of the employee. Drug/alcohol tests as part of random testing, return to work policies, or post-incident monitoring are at the discretion of the employer, subject to the employer's policies and expense, and shall occur at the employer's designated labs or designated occupational health physician sites. Drug/alcohol testing that occurs as part of treatment is considered part of the medical record; results are not revealed without the patient's written consent. Testing that takes place at the Provider's site or Provider's designated sites, as part of assessment or treatment shall be the patient's financial responsibility. An employee's failure to participate in the Provider's requirements for interval testing or repeated positive results may be considered by the Provider as non-compliance and reported by New Avenues as such.

- F. Critical Incident Response. Critical Incident Response professional services usually involve 1-3 hours of a counselor coming to the worksite to facilitate a discussion or connecting through video chat for virtual assistance. The debriefing is a structured approach to assisting employees who have just experienced a serious traumatic or loss event that has occurred at the workplace or to a fellow employee. New Avenues has responded to a wide range of events. Traumatic events include serious industrial/work related accidents, sudden death of an employee, robberies, violent episodes, or experiencing a catastrophic event such as a fire. Our response will be timely at your site. We will provide these services as agreed upon in Exhibit A.
- G. Fitness-for-Duty. A fitness-for-duty evaluation is a medical evaluation, requested by an employer, to determine if a current employee is or is not able to perform essential job functions at the work setting because of psychological or psychiatric problems. Upon request, New Avenues acts as a neutral, objective third party to arrange professional services appropriate to the referral and shall serve as an intermediary between the Professional Evaluator and the Company by communicating reports subject to the scope of the Authorization for Release of Information. Professionals conducting fitness-for-duty evaluations and risk assessments are required to maintain a position of neutrality, objectivity, and advocate for neither the employer nor the employee. At the Company's request, New Avenues will arrange an assessment with a psychologist or psychiatrist to make an evaluation as to the employee's ability to perform his/her work duties, the existence of psychological difficulties that may interfere with an employee's ability to perform his/her essential job duties, or for assessment of risk for harm to self or others, dangerousness, and/or the probability of recurrence of incidents related to work performance. In order to maximize the impartiality and objectivity, New Avenues generally does not arrange evaluations with a practitioner who has acted as a treating Provider to the employee (if applicable), and secondly, employees generally will not be referred to the Evaluator for follow-up treatment.

In order to conduct our role and meet confidentiality standards, the Company will need to obtain from the employee at the time of the referral an Authorization for Release of Information for the exchange of information between the Professional Evaluator and New Avenues and an Authorization for Release of Information for the exchange of information between the Provider and the Company.

New Avenues acts solely in the role of facilitating referrals and communication regarding a fitness-for-duty referral(s). The Company is solely responsible for any actions taken or decisions made regarding the employee's status for returning to work, accommodation, and conditions of employment or employment actions. New Avenues does not assume responsibility and the Company agrees it will not hold New Avenues responsible for the findings, assessment, treatment recommendation(s), treatment, outcomes, determinations, or any other actions or inactions taken by the Provider performing the fitness-for-duty assessment. The Company further agrees that New Avenues is not responsible and will not hold it responsible for any action(s) taken by the Company as a result of the Evaluator's report.

The professional fees for the fitness-for-duty assessments vary in price depending on the professional and the need for psychological testing, etc. Such evaluations are typically the financial responsibility of the employer unless the employer expects the employee to accept financial responsibility for such testing. Many of these evaluations may be covered through the employee's insurance program. We will provide these services as agreed upon in Exhibit A.

- H. Work-Life Services. New Avenues will provide access to the New Avenues Work-Life Resource Center web-based program via our website at www.NewAvenuesOnline.com. We

will provide these services as agreed upon in Exhibit A. The fee for the selected Work-Life Program is addressed in Section XII and consists of the following services.

Complete Web Program

- ❖ Web based online program for information, interactive assessments, articles on variety of health, wellness, family life and work-related areas,
- ❖ News for You is a resource that provides topical information for monthly national themes as well as Social Justice, natural events and more
- ❖ Savings Center is a place where individuals can sign up for savings of up to 25% on thousands of types merchandise
- ❖ A Web-Based Free Federal Tax Preparation App
- ❖ Searchable databases for schools, pet sitters, and volunteer opportunities.
- ❖ Child/eldercare and educational resources listed on web
- ❖ Searchable databases for camps, older adult and adoption
- ❖ Legal/Financial Center provides access to legal and financial resources including NOLO WillMaker, and links to CreditKarma and Mint.com
- ❖ Relocation Center provides information on a community such as lists of schools, hospitals, and places of worship. It provides statistics on housing costs, types of housing, average age, income and more
- ❖ Online Seminars are monthly training seminars on a variety of topics from teens to financial planning

Full Work-Life Resource & Referral Program

Includes Complete Web, Telephonic Resource & Referral services for Work-Life (child/elder/daily living resource & referrals) plus the following:

- ❖ Live Connect Assistance is available on the web to connect immediately with a care consultant, so they can assist the caller in identifying child and elder care, information on parenting, prenatal care, daily living assistance, wellness services, and more.
- ❖ Assisted Search is an online form on the website where an employee requests a child or adult/elder care, or daily living search be completed by a care consultant
- ❖ Telephonic Access to consultants who will assist in finding resources for child or elder care services, daily living services such as entertainment, travel, pet services, home repair, moving and legal/financial/id recovery.
- ❖ Financial Assist Online information and telephonic consultation on budgeting, debt management, day-to-day financial planning, retirement planning, bankruptcy, first time home buyers, prevention of home foreclosure
- ❖ Legal Assist: Online information and in person or telephonic consultation for 30 minutes with network attorney, at no charge, and 25% discounts on fees for future visits
- ❖ Integrated ID Recovery consultation provides members with a toll-free, telephonic, unlimited consultations with an Accredited Financial Counselor (AFC) to objectively assess the member's situation, help the member create an action plan and provide knowledge and tools to implement that plan

- I. Consultation of Department of Transportation (DOT) Substance Abuse Regulation. New Avenues can help the employer with several components of complying with the U.S. Department of Transportation requirements. The New Avenues staff can arrange training online or at the site with professionals who are experienced in training supervisors for DOT purposes including training on reasonable suspicion. We also can provide the human resource

officer or other Company representative with a list of Substance Abuse Professionals (known as “SAP’s”) who have a recognized certification of qualification to conduct assessments under DOT regulations. This list may be given to human resource representatives or other Company representatives to assist employees who have tested positive for DOT drug/alcohol testing and who then are responsible to pursue assessment and/or treatment under the DOT regulations prior to returning to work. Costs of treatment, educational programs, Intensive Outpatient Treatment Programs, and self-help community groups are typically at the employee’s expense. DOT regulations stipulate that the assessment and monitoring of compliance, as well as advisement of readiness to return to work must come directly from the SAP to the employer. DOT consultation to the employer (as described above) is at no charge. DOT training for supervisors will be billed at the workshop level dependent on the speaker’s fees.

V. Communications Program

In order to promote and further educate your employees about EAP services, New Avenues provides the following:

- ❖ We will provide three wellness articles to promote the program through our monthly electronic newsletters: NewsYouCanUse, Wellness Poster and Completely Well.
- ❖ We have an extensive list of possible workshops for employees and managers that we can provide for an additional fee.
- ❖ New Avenues wallet cards and introductory EAP brochures customized with your logo upon request.
- ❖ EAP Introductory letter to be sent by mail or electronically.

VI. Reports

- A. A Quarterly Utilization Report summarizes program usage and includes the following information:
- ❖ Number of employees or dependents calling for EAP services
 - ❖ Number of EAP visits authorized by New Avenues
 - ❖ Number of new employees or dependents using the EAP as verified by claim
 - ❖ Number of EAP visits used as verified by claims
 - ❖ Annual Projected Utilization
 - ❖ Current Utilization, YTD
- B. The Client Satisfaction Report will provide you with survey results annually. These anonymous results are gathered from employees or their family members following their counseling services.

VII. Audit

You have the right to retain an independent audit firm (to ensure compliance with employee confidentiality) to audit your utilization results.

VIII. Professional Liability Insurance

New Avenues’ staff is covered by a \$1,000,000/\$3,000,000 professional liability policy. New Avenues shall maintain such malpractice liability insurance for New Avenues and its employees that covers services to be provided by employees of New Avenues under this contract. New Avenues will use its best efforts to require any subcontractors, including all professionals providing services under this Agreement, to maintain such professional liability insurance for themselves.

IX. Confidentiality

New Avenues shall keep confidential all information or data regarding the Company’s operations including, but not limited to, operating results and methods of operation that may be made known to New Avenues in the course of its performance of services under this contract.

New Avenues' Privacy Policy for client services is that the EAP will not provide information about a client using the service to anyone outside of the EAP without the client's written authorization, unless we are required by law to do so. Such situations, in which we are required to disclose, include without limitation:

- ❖ When the client has made a serious threat of harm to themselves (i.e. suicide);
- ❖ When the client has made a serious threat of harm against another person;
- ❖ When there is suspicion of abuse or neglect of a child, elderly or disabled person.

New Avenues has policies and procedures that, to the greatest extent possible, conform to the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). In addition, treating Providers are subject to the privacy and security requirements of HIPAA. As a result, your access to information about our clients is substantially limited.

A client's participation in the EAP is confidential; the employer will not receive the client's name or any information that would identify the client unless the client gives written consent. Each client will be asked to sign a New Avenues' EAP "Statement of Understanding" which will explain our privacy policy.

Since maintaining confidentiality, a professional responsibility of New Avenues, is the basis for employees' trust and future use of our services, and since utilization of this program is in the Company's best interest, we will only supply you with client names when we have a signed "Authorization and Consent to Release Information" form. Without such a release our policy states there will be no disclosures, except as required by law.

X. Limitation of Liability

New Avenues shall defend, indemnify, and hold harmless the Company, its officers, agents and employees against all damages, claims or liabilities, and expenses (including attorney's fees) arising out of or resulting in any way from New Avenues' performance of services under this contract (subject to the limitations set forth in the various sections of this contract) or from any act or omission of New Avenues or its employees. This indemnification shall not apply to any damages, claims, liabilities or expenses resulting from any negligent, reckless or intentional act or omission of the Company, to the extent such act or omission is responsible for damages, claims, liabilities or expenses incurred.

XI. Utilization Rate

We are basing the payment of this contract on the anticipated annual utilization rate of employees and their eligible family members using the Employee Assistance Program agreed upon in Exhibit A. (Refer to the Addendum: Definition of Eligibility).

For purposes of computing the utilization rate:

1. An employee and eligible family member(s) who use the service will only be counted once in a contracted 12-month period.

XII. At least one intervention, will have occurred for the employee's contact to count towards utilization. Program Cost

A. We will provide services for the above described EAP program at a charge as agreed upon in Exhibit A. Fees are based upon actual employee numbers in any given month and upon an anticipated utilization rate by employees and their families.

B. New Avenues Work-Life Resource Center services:

1. Complete Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A.

2. Complete Web Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).
3. Full Work-Life Resource & Referral Work-Life Program: We will provide services as described in Section IV.H. as agreed upon in Exhibit A. (Optional enhancement that may be added).

XIII. Payment

- A. All monthly payments, including the first month of service delivery, must be received in advance prior to the first day of each month, based on the Company's actual number of employees.
- B. It is necessary for New Avenues to receive, no later than the 15th of each month, a current file of the Company's employee roster so that appropriate billings may be prepared and mailed to you. If no count is received, we will use the latest available employee count for billing.

XIV. Renewal and Termination

This Agreement will become effective when signed by the Company and accepted by New Avenues (the "Effective Date"). Unless terminated for cause (as provided below), this Agreement will continue for an initial term (the "Initial Term") of one year beginning with the Effective Date, and thereafter shall automatically renew for successive 1 year terms (each such period, a "Renewal Term"), unless terminated by any party giving written notice of non-renewal at least ninety days prior to the last day of the then current term to each other party hereto.

If the Company or New Avenues chooses not to renew this contract at the end of the contract year, or if either wishes to renegotiate any of its provisions, that party will provide to the other party at its corporate address, 90 days in advance of contract expiration, written notice of such intentions. If this contract is not terminated as provided above and had not been renewed prior to contract end, it will automatically renew on an annual basis, and both parties agree to provide to the other written notice, at least 90 days in advance, unless circumstances occur beyond control of either party, of the renewal contract's year end, of an intent to terminate at that year's end.

Notwithstanding the foregoing, if either party breaches a material obligation of this Agreement and fails to correct such breach within thirty (30) days after receiving written notice of the breach, then the other party shall have the immediate right to terminate this Agreement upon written notice.

The Company's obligation to pay all charges that have accrued prior to termination will survive any termination of this Agreement.

In addition, upon termination of this Agreement, New Avenues will not be responsible for maintaining copies of records relating to the provision of services under this Agreement. New Avenues may dispose of the Company's records and data unless previously directed in writing by the Company. The Company will reimburse New Avenues for the cost of producing any information in New Avenue's possession or control relating to services provided under this Agreement.

XV. Amendment

The parties may amend this Agreement at any time upon mutual agreement; provided, however, that any amendment to this Agreement must be in writing and signed by authorized representatives of both parties. In the event of a change in Federal or state laws or regulations affecting the services provided under this Agreement, New Avenues may amend this Agreement upon thirty (30) days prior written notice to the Company. In addition, after the Initial Term, New Avenues may increase its fees upon thirty (30) days written notice to the Company. Upon notification of an amendment to this Agreement or a change in fees, the Company may terminate this Agreement upon thirty (30) days prior written notice to New Avenues.

XVI. Intellectual Property

All materials, including but not limited to forms, brochures, posters and on-line content (“Materials”) furnished by New Avenues to the Company are granted pursuant to a personal, non-transferable and non-exclusive license to use the materials solely for the Company’s performance of its obligations under this Agreement or to facilitate New Avenues’ performance of its obligations under this Agreement. The Company shall not have the right to copy, distribute, reproduce, alter, display, or use the Materials or any New Avenues trademarks for any other purpose. The Company agrees that it will keep the Materials confidential and will use commercially reasonable efforts to protect the contents of Materials from unauthorized use. The license to use the Materials shall end upon termination of this Agreement. Upon termination of this Agreement, the Company shall destroy the Materials or, if requested by New Avenues, return them to New Avenues.

XVII. Notices

All notices, requests, and communications to either party regarding the terms of this Agreement, including, but not limited to, significant changes effecting the implementation of this Agreement, or scope and service, shall be in writing (including faxes or similar writing) and shall be given to the party at its respective address identified on the signature page of this Agreement or to such other address or fax number as either party may hereafter specify by notice to the other party. Each notice, request or communication shall be effective upon receipt, provided that if the day of receipt is not a business day, then the notice shall be deemed to have been received on the next succeeding business day.

XVIII. General Provisions

- A. This Agreement and the parties’ rights and obligations shall be governed and construed pursuant to the laws of the State of Indiana. The Company consents to be subject to the jurisdiction of the state or federal courts located in Indiana.
New Avenues, Inc. utilizes the U.S. Department of Homeland Security’s E-Verify program for the purposes of determining the employment eligibility status of all new employees.
- B. The Company may not assign this Agreement without New Avenues’ prior written consent, which consent shall not be unreasonably withheld.
- C. No action under this Agreement may be brought by the Company more than two years after the cause of action has accrued.
- D. This Agreement constitutes the entire Agreement with respect to the subject matter hereof and supersedes all prior or contemporaneous Agreements and understandings regarding the subject matter hereof, whether written or verbal.

XIX. Rules of Construction

For ease of reference, in this Agreement:

- A. The word “will” may be used as a substitute for the word “shall” but nonetheless is intended to be mandatory.
- B. “We,” “us” or “our” may be used to refer to New Avenues.
- C. “You” or “Your” may be used to refer to the Company.

The following parties agree to the above terms of this contract and the contract is to be in full force and effect on January 1, 2023.

ACCEPTED:



Mary Kowalski, LCSW
President, Chief Executive Officer

August 8, 2022

Date

New Avenues, Inc.
300 South St. Louis Boulevard
Suite 200
South Bend, IN 46617

Mailing Address:
P.O. Box 360
South Bend, IN 46624

ACCEPTED:

Signature
City of Goshen

Print Name

Title

Date

City of Goshen
City Building
204 E. Jefferson St., Ste 3
Goshen, IN 46526

Exhibit A: EAP Full Service

City of Goshen – Police Department employees at the following locations

1. 111 East Jefferson Street, Goshen IN 46528

have the following employee assistance services available:

EAP Full Service based upon 75 employees.	Program Cost based upon a partial year contract August 1, 2022 – December 31, 2022
Self-referred Short-Term Counseling We will provide annually, 12 EAP visits per Police Department employee and 12 visits per Police Department eligible family member, (refer to addendum: Definition of EAP Eligibility). Employees and eligible family members will have access to Structured Telephonic Counseling via the New Avenues website NewAvenuesOnLine.com.	\$3.87 PEP (See Section IV. A. of contract for explanation.)
EAP brochures	Upon Request.
Utilization Reports	Included quarterly. (See Section VI. of contract for explanation.)
Client Satisfaction Reports	Included annually. (See Section VI. of contract for explanation.)
EAP Employee Orientation Training	Included. (See Section III. B. of contract for explanation.)
EAP Supervisory Orientation Training	Included. (See Section IV. B. of contract for explanation.)
Telephonic Consultation	Included. (See Section IV.D of contract for explanation.)
Communication Program: monthly posters, website, electronic newsletter	Included, posters monthly to all locations (See Section V. of contract for explanation).
Trainings, Workshops and Seminars	4 hours included. Additional hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. C. of contract for explanation.)
Onsite Consultation, Mediation, and Conflict Resolution	Hours may be purchased as needed. Fees are determined by the type and extent of the service requested. (See Section IV. D. of contract for explanation.)
Focus on Success Management Referral Program	Included. Provides 3 months case management. \$200/month for case management beyond 3-month period. (See Section IV. E. of contract for explanation.)
Critical Incident Response	8 professional hours included (includes mileage). Additional hours may be purchased as needed for \$200/hour plus mileage per professional upon utilization. (See Section IV. F. of contract for explanation.)

EAP Full Service based upon 75 employees.	Program Cost based upon a partial year contract August 1, 2022 – December 31, 2022
Fitness-for-Duty Evaluations	\$500-\$1500/visit for psychological or psychiatric evaluations. – Professional fees vary with practitioner, number of visits, amount and type of testing, and setup fee. Any specialized testing or evaluation fees over \$1500 will be discussed with the employer. \$200/month for ongoing case management. (See Section IV. G. of contract for explanation.)
New Avenues Work-Life Resource Center	Complete Web Program: Included Full Work-Life Program Optional: \$.45 PEPM –Not selected (See Section IV. H. of contract for explanation.)



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

August 15, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement for AquaResource Software for Backflow Tracking

Requesting the Board's approval and to authorize the Mayor to execute an agreement with AquaResource for software for backflow tracking at the Water and Sewer Department. Currently there are 1500 backflow devices and AquaResource will be paid \$5.00 for the software for each device, plus a one-time host implementation fee of \$500.00 for a total amount of \$8,000.00.

Suggested Motion:

Approve and authorize Mayor to execute the Agreement for AquaResource Software for Backflow Tracking.



March 29, 2022

To: Goshen, IN

From: TecNXS
2721 N Wilderness Ct
Wichita, KS 67226

Dear Kent,

On behalf of TecNXS, I would like to take this opportunity to thank you for your interest in AquaResource. AquaResource is a web-based cross connection control backflow preventer registration and maintenance tracking software for water purveyors wanting a robust cross-connection program. It uses the most recent technology stack and is completely mobile friendly operating on phones, tablets and computers without any software to install. In addition, it supports most mainstream browsers.

As a purveyor administrating your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is included as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

Pricing:

Data Importation/ Set Up Fee: \$500 one time fee

Option 1: If Goshen allows TecNXS to charge backflow testers to submit passing backflow tests using AquaResource, each tester will be charged \$7.50 every time a passing test is submitted. In this case, Goshen will not be charged a yearly fee.

Option 2: If Goshen pays to use AquaResource instead of having testers be charged, the yearly cost will be \$5.00 per device in the system. (1500 devices x \$5.00= \$7500.00)

Support Fees: \$0.00

Respectfully,

Josh Wren
TecNXS Client Services and Marketing
316.633.6020
josh@tecnxs.com



AquaResource Software as a Service Agreement (SaaS)

Customer: City of Goshen, Indiana/Goshen Water and Sewer Dept.	Contact: Ana Rios Administrative Assistant/Backflow Coordinator
Address: 308 N 5 th Street Goshen, IN 46528	Phone: Cell: Work: (574) 534-5306 Fax:
E-Mail: anarios@goshencity.com	
Service: AquaResource, online backflow registration and maintenance tracking solution for water purveyors (the "Service(s)").	
Service Term: <u>3</u> year(s)	
Estimated or Known Number of Backflow Devices in the System: 1500	
Select Fee Type <input checked="" type="checkbox"/> Customer agrees to be invoiced by Company for the service at the Agreed Amount \$7500.00 based on the estimated or known number of backflow devices in the system. In the case of a multiple year contract or automatic contract renewal, Customer agrees to allow the Company to adjust the Agreed Amount by \$5.00 per added backflow device to reflect the actual number of backflow devices in the system on the contract anniversary date. Company agrees to absorb the system growth between anniversary dates.	
Select Additional Service(s) <input type="checkbox"/> Customer grants permission for the Company to process, print and mail notices on their behalf.	
Number of Compliance Notices per Backflow Device: No Compliance Notices for Goshen IN	
Compliance Notice(s) <p style="text-align: center;">Number of 4x6 post card compliance notice(s) to be mailed on behalf of Customer N/A ** Number of 8.5x11 letter paper size notice(s) to be mailed on behalf of the Customer N/A **</p> <input type="checkbox"/> Customer agrees to be invoiced by Company based on the number and type of notice mailed <input type="checkbox"/> Customer agrees to allow Company to combine the notice fee and the testing fee, then invoice participating Testers directly per test report, paid on submission subject to the terms in Section 4.3 herein <p>** Unless otherwise specified the Contract Price is based on black and white printing, single page and envelope or post card. The information placed on the postcard must fit on the dimensions required for a First-Class Mail Postcard. Specially pricing available with known requirements.</p>	
Hosting Implementation Services: Company will use commercially reasonable efforts to provide Customer the services described in the Statement of Work ("SOW") attached as Exhibit A hereto ("Implementation Services"), and Customer shall pay Company the Implementation Fee in accordance with the terms herein. Hosting Implementation Fee (one-time, non-refundable): \$500.00	

1 Initial _____ Date _____

SAAS SERVICES AGREEMENT

This SaaS Services Agreement (“Agreement”) is entered into on this XX day of Month, 202X (the “Effective Date”) between TecNXXS LLC with a place of business at 2721 N Wilderness Ct, Wichita, KS 67226 (“Company”), and the Customer listed above (“Customer”). This Agreement includes and incorporates the above Hosting Form, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Company TecNXXS LLC: Customer:

Signature: _____ Signature: _____ Print

Name: Print Name:

Title: Title:

Date: Date:

2 Initial _____ Date _____

1. SAAS SERVICES AND SUPPORT

TERMS AND CONDITIONS

liabilities, settlements and expenses (including without

- 1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services As part of the registration process, Customer will identify an administrative user name and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate.
- 1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit B.

2. RESTRICTIONS AND RESPONSIBILITIES

- 2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels.
- 2.2. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.
- 2.3. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Company's standard published policies then in effect

(the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing. Customer is responsible for all administrative systems settings within the customer dashboard.

- 2.4. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY; PROPRIETARY RIGHTS

- 3.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is public record or otherwise required to be disclosed by law.

3 Initial _____ Date _____

- 3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and

Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing. If Customer requests access to their raw data, Company will provide a CSV data dump in the form Company stores the Customer's data.

3.3. Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees described in the Hosting Form for the Services and Implementation Services in accordance with the terms therein (the "Fees"). If Customer's use of the Services exceeds the Service Capacity set forth on the Hosting Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein. Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or then current renewal term, upon sixty (60) days prior notice to Customer (which may be sent by email). If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Company's customer support department.

1.1. Company will bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Company thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

1.2. Customer allows Company to directly charge Backflow Preventer Technicians ("Testers") per passing test report upon submission of the agreed upon price defined in the agreement above. "Failing" or "Removed and Replaced Device" or "Removed Device and Capped

Lines" submissions will not be charged. Company reserves the right to delete test reports upon a chargeback from a Tester. Company also reserves the right to terminate the account of a Tester with more than one chargeback.

4.4. Customer allows Company, if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission the amount equal to the increase put forth by the United States Postal Service for processing First Class letters and postcards. This shall apply to Customers who self-pay for compliance notices.

Customer allows Company if Company is retained to mail compliance notices on the Customers behalf, to increase the direct charge to Backflow Preventer Technicians ("Testers") per passing test report upon submission in the event of a price increase of material or labor necessary to perform the processing of compliance notices. This shall apply to Customers who self-pay for compliance notices.

2. TERM AND TERMINATION

2.1. Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Hosting Form, and shall be automatically renewed for additional periods of the same duration as the Initial Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term in writing. Email notification is acceptable.

2.2. In addition to any other remedies it may have, either party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of this Agreement. Customer will pay in full for the Services up to and including the last day on which the Services are provided. Upon any termination, Company will make all Customer Data available to Customer for electronic

4 Initial _____ Date _____

retrieval for a period of thirty (30) days, but thereafter Company may, but is not obligated to, delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

3. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party

providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

4. LIMITATION OF LIABILITY

Notwithstanding anything to the contrary, except for bodily injury of a person, Company and its suppliers (including but not limited to all equipment and technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory: (A) For error or interruption of use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services or technology or loss of business; (B) For any indirect, exemplary, incidental, special or consequential damages; (C) For any matter beyond Company's reasonable control; or (D) For any amounts that, together with amounts associated with all other claims, exceed the fees paid by Customer to Company for the services under this agreement in the 12 months prior to the act that gave rise to the liability, in each case.

assignable, transferable or sub-licensable by Customer except with Company's prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. Customer agrees to reasonably cooperate with Company to serve as a reference upon request.

5. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not

EXHIBIT A

Statement of Work

As a purveyor administering your own cross connection control program via AquaResource the Software as a Service includes full use of the program, all features and upgrades. Technical support for both the purveyor and testers is include as it relates to the operation and function of AquaResource. Questions regarding the operation of your cross-connection control program and the governing rules are the responsibility of the purveyor.

AquaResource Includes:

- Administrator dashboard displaying the most used categories of information
- Backflow reports can be submitted from the field by testers/installers
- Instant recording of backflow installation and registration

- Maintenance and rebuild tracking with a complete history
- GPS location of on-site backflow(s) via a mobile device or computer
- Field pictures of backflow devices
- Tester/installer certification and license tracking
- Test Gauge certification tracking
- System-generated notices including pre and post expiration notices concerning annual testing or mandatory rebuilds delivered to the device owner via email or a mailable paper copy
- Customer portal allowing customers to independently review the status of all their backflow preventer devices and find a certified tester

Hosting Implementation Services

TecNXS is ready to help reduce disruptions and make a smooth transition from the client’s current system. Our team is prepared to address technical issues during this critical period, and can co-develop an implementation plan to ensure success. **A smooth**

Implementation from or into AquaResource

TecNXS will assist with data transfer from the old system, if possible, and will assist with the initial set up and training for the office staff.

Notices

TecNXS can process, print and mail as many pre and post notices as required by your cross-connection program. Pricing varies based on the purveyor’s individual notice requirements such as black and white or color and the mix of post card and letters.

6 Initial _____ Date _____

Questionnaire

What is the official purveyor’s name?

What is the street address, state, zip?

Where is the geographical center of your water system or water district using latitude and longitude?

What is your Public Water System ID, PWSID?

What is the name, phone number and email of the person in charge of the cross-connection program? 7

Initial_____ Date_____

EXHIBIT B

Support Terms

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 am through 5:00 pm Central time, with the exclusion of Federal Holidays ("**Support Hours**").

Company will use commercially reasonable efforts to respond to all support requests within one (1) business day. 8

Initial_____ Date_____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

August 15, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Resolution 2022-27, Hardship Collection Services Policy

Resolution 2022-27, Hardship Collection Services Policy, establishes the procedure in which the occupant(s) of an eligible residence that is/are physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services.

Suggested Motion:

Move to adopt Resolution 2022-27, Hardship Collection Services Policy.

**Goshen Board of Public Works and Safety
Resolution 2022-27**

Hardship Collection Services Policy

WHEREAS the City of Goshen’s contract for solid waste collection services requires the occupant of a residential unit that is eligible to receive City solid waste collection services (hereinafter “eligible residence”) to move their waste cart and recycle cart to and from the designated street side or alley collection location.

WHEREAS the City of Goshen recognizes that the occupant(s) of an eligible residence may be physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location.

WHEREAS this policy establishes the procedure in which the occupant(s) of an eligible residence that is/are physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services.

NOW, THEREFORE, BE IT RESOLVED by the Goshen Board of Public Works and Safety that:

1. The occupant(s) of an eligible residence that is/are physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location may apply to the City for hardship collection services. All occupants of the eligible residence must be physically unable to move their waste cart and recycle cart to and from the designated street side or alley collection location.
2. The occupant(s) must complete a Hardship Collection Services Application and appear before the Goshen Board of Public Works and Safety to request hardship collection services. The Board will review each request for hardship collection services on a case-by-case basis.
3. If the City approves the request for hardship collection services, the eligible residence will be permitted to place their waste cart and recycle cart at a door side collection location as designated by a City representative. The eligible residence must ensure that the waste cart and recycle cart can be accessed by the City or the City’s contractor by a clear and open pathway in a non-gated/fenced area, and all animals of the eligible residence must be restrained. City will notify the contractor providing solid waste collection services of the address of an eligible residence that has been approved for hardship collection services.
4. The City will compensate the contractor for the hardship collection services provided to each eligible residence that is approved for hardship collection services.

PASSED by the Goshen Board of Public Works and Safety on August _____, 2022.

Jeremy P. Stutsman, Mayor

Mary Nichols, Member

DeWayne Riouse, Member

Michael A. Landis, Member

Barb Swartley, Member

*****REQUEST*****

DATE: Monday, August 15, 2022

TO: GOSHEN BOARD OF WORKS

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

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$4,249.00**
Collection letters were sent out and payments of **\$1,278.43** had been collected.

The uncollected amount equals **\$2,970.57**

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

These are accounts for the most part were finalized thru **Tuesday, May 3, 2022**

WATER: \$1,984.88

SEWER: \$985.69

TOTALS

REPORT TOTAL		\$4,249.00
BPS TOTAL	\$1,885.58	\$2,363.42
COUNTY TOTAL	\$953.47	\$1,409.95
W-WRITE OFF	\$99.30	\$1,310.65
S-WRITE OFF	\$32.22	\$1,278.43
PAYMENT TOTAL	\$1,278.43	\$0.00
AGREEMENT TOTAL	\$0.00	\$0.00



**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 Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR ROAD CLOSURE
(JN: STREETS BY NAME – COLLEGE)**

DATE: August 10, 2022

NIPSCO has notified the engineering department of a requested road closure for work associated with the site development and infrastructure improvements along east College Avenue. They have requested College Avenue east of Century Dr to be closed to traffic from August 16th through September 23rd.

It is intended that the maintenance of traffic plan for the remainder of the project improvements will be implemented upon NIPSCO's completion of their utility work.

Requested Motion: Approve the closure of College Avenue east of Century Drive from August 16th through September 23rd.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

DeWayne Riouse, Board Member

Barb Swartley, Board Member



Date: 7/25/2022 Author: JW Project: Road Closure and Detour

Comments:

1. Plan is Not To Scale.
2. College Ave to be closed.
3. Detour: College Ave to Century Dr to E Kercher Rd to CR 31.

16769 CR 36, Goshen, IN 46528

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = \frac{WS^2}{60}$
45 mph or more	$L = WS$

Where: L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by highway agency
 ** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-46. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



STORMWATER DEPARTMENT
CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405
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stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: City of Goshen Stormwater Board
FROM: Stormwater Department
RE: POST-CONSTRUCTION PLAN APPROVAL
TACO BELL (JN: 2022-2023)
DATE: August 15, 2022

The developer of Taco Bell, affecting one (1) or more acres of land and located at 1822 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Taco Bell as it has been found to meet the requirements of City Ordinance 4329.
