



## **Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**2:00 p.m., Sept. 12, 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 29, 2022**

**Approval of Agenda**

- 1) Police Department:** Conditional Offer of Employment to Matthew Tyler Whelchel
- 2) Organization requests:** Hispanic Heritage Month Celebration street closures, street barriers and a police officer presence on Sept. 17, 2022
- 3) Organization requests:** Requests related to the Haunted Half Marathon, Terrible 10K, Frightening 5K and Monster Mile on Oct. 29 at Abshire Park
- 4) Fairfield School Corporation request:** Variance for sewer tap in accordance with Sewer Ordinance 4333, Section 3.03 (M)
- 5) Resident request:** Raul Mata Gomez and Araceli Guzman Gomez request for driveway expansion at 901 Lynwood Drive
- 6) Legal Department:** Agreement with Digital Hill Multimedia for development and maintenance of City of Goshen's website
- 7) Community Development Block Grant:** Approve the CDBG agreements for Planning and Public Services for the Program Year 2022, and authorize the Mayor to sign the agreements
- 8) Engineering Department:** Approve the closure of College Avenue, east of Century Drive, from Sept. 14 through Dec. 30, 2022
- 9) Engineering Department:** Approve the closure of the Indiana Avenue Bridge over the Elkhart River for a routine inspection on Sept. 20, 2022



**10) Engineering Department:** Approve closure of Johnston Street, just west of Woodbridge Court, from Sept. 19 to Sept. 23, 2022, with alternate closure dates of Sept. 26 to Sept. 30, 2022

**11) Engineering Department:** Approve the closure of Wilden Avenue from east of Main Street (SR 15) to and including the intersection with 5th Street, Sept. 14 through Nov. 11, 2022

**12) Engineering Department:** Approve small purchases with Niblock Excavating for an additional curb on Indiana Avenue for \$4,308 and with Ancon Construction for a sidewalk replacement on Indiana Avenue for \$6,930 and authorize the Director of Public Works to sign the contractor's quotes to complete the work

## **CITY OF GOSHEN STORMWATER BOARD**

### **Regular Meeting Agenda**

**2:00 p.m., Sept. 12, 2022**

**Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana**  
**Members:** Mayor Stutsman, Mike Landis and Mary Nichols

**13) Stormwater Department:** Accept the post-construction stormwater management plan for Kibby Excavating Gravel Ship Yard

**14) Stormwater Department:** Accept the post-construction stormwater management plan for Menard, Inc. Remodel

### **Privilege of the Floor**

**15) Board of Public Works and Safety Order:** Continued hearing for Building Commissioner Order for 110 S. 7th Street (Samuel & Gloria Ascencio, property owners)

### **Approval of Civil City and Utility Claims**

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE AUGUST 29, 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 2:01 p.m.

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the Aug. 22, 2022 regular meeting. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda with the addition of revised item 10. *Request by Schrock Commercial Construction to temporarily place a dumpster behind 120 N. Main Street for construction work.* Board member Riouse moved to approve the agenda as suggested and Board member Nichols seconded the motion. Motion passed 5-0.

**1) Request for a police presence, street closures, barricades and parking for the Goshen High School Marching Band Invitational, Sept. 10, 2022 (Tom Cox)**

**Tom Cox**, the director of bands at Goshen High School and representing the Crimson Marching Band and Band Boosters, made a series requests to the Board related to its 30<sup>th</sup> annual Marching Band Invitational on Sept. 10, 2022. He said there would be bands participating from 22 high schools – the most ever.

In a letter, high school staff members indicated that they were making the requests for the safety of the students attending this event because the entire campus will be utilized for the band invitational and students will be moving across streets. Bands will arrive about 1 p.m. and all participants will leave no later than 11 p.m.

Organizers made the following requests:

1. Close East Purl Street, from 9th Street east to the school campus, from 11 a.m. to 11 p.m.
2. Close 10th Street, from the intersection of 10th and US 33 to East Reynolds Street, from 11 a.m. to 11 p.m.
3. Permission to use of the grassy knoll area between Douglas Street and Plymouth Avenue for bus parking.
4. And the presence of a police officer before, during, and after the event.

**Mayor Stutsman** asked City staff if the City has access to the parking site since plans are underway for an apartment complex at the former Western Rubber property. **City Attorney Bodie Stegelmann** said he didn't know if the developers had "possessory rights" to the property yet, so the Board could approve its use for parking subject to receiving permission from the Redevelopment Commission. **Cox** asked if this was the last year the high school could use the property. Mayor Stutsman said that might be true and other arrangements would need to be made next year.

**Mayor Stutsman** asked about the request for police at the event. **Assistant Chief of Police Shawn Turner** responded that police staffing may not be possible, but that he would work on providing officers. There was a brief discussion of street closures and the desirability of having a police presence.



Riouse/Nichols moved to approve the requested street closures and traffic control, a police presence if it can be arranged and bus parking, contingent on it being possible because of the pending development of the Wester Rubber site, all on Sept. 10, 2022 for the Marching Band Invitational. Motion passed 5-0.

**2) Resident request: Placement of a dumpster in front of 435 North 9th Street, Aug. 31-Sept. 9, 2022**

**Mable Abbott**, the owner of a home at 435 North 9th Street in Goshen, asked the Board's permission to place an open-top dumpster in the street in front of her residence for the disposal of items from inside the home.

In her written request, **Mrs. Abbott** asked for permission for the dumpster to be placed on the street from Aug. 31 to Sept. 9, 2022. She said she has rented a 30-yard dumpster from Castaway Metal in South Bend. She further indicated that she owns two other homes adjacent to 435 North 9th Street and that the dumpster will not interfere with vehicles normally parked on the street.

**Riouse/Nichols** moved to approve the request from **Mable Abbott** to place a dumpster in the street in front of 435 North 9th Street from Aug. 31-Sept. 9, 2022 contingent on any conditions from the Street and Engineering Departments. Motion passed 5-0.

**3) Legal Department: Award a contract to Eby Ford Sales, Inc., and approve the agreement for the Police Department to purchase four 2023 Ford Interceptor Hybrid SUVs for \$199,900**

**Carla Newcomer**, a paralegal with the City Legal Department, asked the Board to award a contract to Eby Ford Sales, Inc., as the only responsible and responsive offeror and approve the agreement for the purchase of four 2023 Ford Interceptor Hybrid SUVs for \$49,975 per unit for a total cost of \$199,900.

**Newcomer** said the City solicited quotes for the purchase of four 2023 Police Hybrid Pursuit SUVs in accordance with Indiana Code § 5-22-8-3. She said the only quote was submitted by Eby Ford Sales, Inc.

**Mayor Stutsman** said City staff members have been reviewing the budget for the Public Safety Local Option Income Tax (LOIT) and he asked **City Attorney Bodie Stegelmann** if the purchase could be increased to six vehicles.

**Stegelmann** said yes, because the bid had a per-unit price. He said the Board could approve a purchase of up to six.

**Riouse/Nichols** moved to award a contract to **Eby Ford Sales, Inc.**, as the only responsible and responsive offeror and approve the agreement for the purchase of six 2023 Ford Interceptor Hybrid SUVs for \$49,975 per unit for a total cost of up to \$300,000. Motion passed 5-0.

**4) Legal Department: Approve revised contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.**

**Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, asked the Board to approve and execute the contract for solid waste collection services with Borden Waste Away Service, Inc.

**Marks** said on July 25, a proposed contract, in substantially final form, for solid waste collection services between the City and Borden Waste Away Service, Inc. was presented to the Board for approval. Since then, these revisions have been made: the compensation for residential solid waste collection and disposal with waste cart; recyclable materials collection and disposal with recycle cart; downtown public trash receptacles solid waste collection and disposal; City buildings and facilities solid waste and recyclable materials collection and disposal, including the supply of containers is based on a unit rate of \$14.96 per month for services to each eligible residence, multiplied by the agreed eligible residence count.



**Marks** said The July 25 proposal was based on an eligible residence count of 10,780. However, Borden's is still delivering waste carts and recycle carts to eligible residences (which will be completed by Oct. 1, 2022), and the City and Borden's are still in the process of establishing the agreed eligible residence count.

**Marks** said in the meantime, Borden's will be compensated based on an estimated eligible residence count of 11,000 for services provided. (The City estimated that there are approximately 11,000 eligible residences in its bid solicitation.) If the agreed eligible residence count is determined to be less than 11,000, then any excess paid the previous month(s) will be deducted on the invoice that is based on the agreed eligible residence count. Similarly, if the agreed eligible residence count is determined to be more than 11,000, then the deficit due will be paid.

**Marks** said also that also added were provisions for hardship collection services to be provided to an approved eligible residence. The compensation is based on a unit rate of \$15 per month for each eligible residence that is approved by the City for hardship collection services. **City Attorney Bodie Stegelmann** clarified the change in the hardship provision in response to a question from **Mayor Stutsman**.

**Board member Swartley** asked if residents seeking hardship collection service would apply to the City to be granted this free service. **Mayor Stutsman** responded that he had not accurately described the process the last time the Board considered the contract. He said City staff will decide requests and any rejections could be appealed to the Board. He said those would be the only requests the Board would consider, which would similar to water bill appeals. **Riouse/Nichols** moved to approve and execute the contract for solid waste collection services with Borden Waste Away Service, Inc. Motion passed 5-0.

**5) Legal Department: Approve an agreement allowing a home to be built at 1914 Woodward Place to discharge groundwater from a basement sump pump to the City's storm sewer system**

**Brandy Toms**, a paralegal with the City Legal Department, asked the Board to approve and authorize Mayor Stutsman to execute an agreement allowing a home being built this fall at 1914 Woodward Place to discharge groundwater from a basement sump pump to the City's storm sewer system along River Vista Drive.

**Toms** provided the Board with a revision to the Agreement Allowing Connection to Storm Sewer (**EXHIBIT #1**). She said an unnecessary exhibit in the previous agreement was deleted and there were several minor wording changes that in no way changed the terms of the agreement.

**Riouse/Nichols** moved to approve and authorize Mayor Stutsman to execute an agreement allowing a home being built in the fall at 1914 Woodward Place to discharge groundwater from a basement sump pump to the City's storm sewer system. Motion passed 5-0.

**6) Clerk-Treasurer's Office & Cemeteries request: Agreement with Daniel Boling for Cemeteries Records Database installation, maintenance and update services**

**Deputy Clerk-Treasurer Jeffery Weaver** asked the Board to approve and authorize the Clerk-Treasurer and the Director of Cemeteries to execute the agreement with Daniel Boling for Cemeteries Records Database services.

**Weaver** said the database under development compiles records that have been separately maintained between the various Cemeteries offices and the Clerk-Treasurer's office. Among other benefits, the new database will compile and cross-reference various plot, parcel, ownership, deed and inurnment information and it will be accessible to both the Cemetery and Clerk-Treasurer offices at the same time.

**Boling** is an independent contractor who was involved in the original development of the database on a volunteer and educational basis. He is now contracting to install the database working with the City's Technology Department.



In response to a question from **Mayor Stutsman** about the cost, **Weaver** said it is estimated to be \$2,500 this year. He said if there are additional costs next year, a revised contract will be prepared. Asked by the **Mayor** who will pay for Boling's services, **Weaver** said the Cemeteries Department and the Clerk-Treasurer's Office will pay Boling. **Weaver** further clarified the potential costs in response to a question by **Board member Mike Landis**. **Mayor Stutsman** said that having reviewed the agreement, it appeared there would be a lot of work to do. **Riouse/Nichols** moved to approve and authorize the Clerk-Treasurer and the Director of Cemeteries to execute the agreement with Daniel Boling for Cemeteries Records Database services. Motion passed 5-0.

**7) Clerk-Treasurer's Office & Utilities Office: Approve Enterprise Resources Planning software agreement with Tyler Technologies for City of Goshen & Utilities Offices, with one-time costs of \$122,388 and annual costs not to exceed \$70,202**

**Deputy Clerk-Treasurer Jeffery Weaver** asked the Board to approve and authorize the Clerk-Treasurer to execute an agreement with Tyler Technologies, Inc. for maintenance, service, support and training for the upgrade to Incode 10 and Tyler Content Manager with one-time costs of \$122,388 and annual costs not to exceed \$70,202.

In a memorandum outlining the request, **Weaver** wrote that for more than a decade, City of Goshen departments have used the Incode 9 software provided by Tyler Technologies to manage and document many essential business and financial operations, including accounting, bank reconciliation, billing (for Utilities), purchasing and reporting. This software category is known as Enterprise Resource Planning (ERP) and is indispensable for the efficient, timely and verifiable operations of businesses, non-profit organizations and government agencies.

**Weaver** wrote that last year, the Clerk-Treasurer's Office recognized the need for a comprehensive review of current processes and the software systems in place that support those processes. To complete that review, the City of Goshen and Utilities Offices contracted with Baker Tilly, US to assist the City with an ERP system needs assessment. That review and assessment began last fall and has continued this summer.

The outcome: The Clerk-Treasurer's and Utilities Offices determined that the City needed a substantial upgrade of its ERP software to meet statutory reporting requirements of the State of Indiana as well as to improve the accuracy and efficiency of City operations. After weighing various options and the cost of competing proposals, City staff also determined that a major upgrade to the current Incode software was the best and most affordable alternative.

The proposed agreement with Tyler Technologies includes one-time costs for the upgraded license, new module implementation and training, and migration of the existing module Incode 9 to Incode 10 at a cost of \$122,388.

Additionally, there will be annual fees for cloud-hosted Incode and new module fees not to exceed \$70,202.

For these expenditures, **Weaver** indicated the City of Goshen will benefit from the following new capabilities:

- Cloud-based server allowing for remote access by Utilities employees, and streamlined reporting access for all City departments;
- Content Manager to efficiently store scanned and digital documents pertaining to financial and statutory records, alongside a public interface for access to ordinances, resolutions, minutes and other records;
- Correctly report four-digit fund numbers;
- Inventory Control application directly connected to the purchasing and accounts payable modules;
- Fixed Asset application directly connected to the purchasing, receivables and budgeting modules;
- Direct connection between the Content Manager and most other modules allowing for cross referencing documents;
- The opportunity to re-examine the City's financial and records management processes.





In response to a question from **Mayor Stutsman**, **Weaver** said the costs for the Incode 10 upgrade will be shared by the City of Goshen and Utilities. In response to a question from the Mayor, Weaver said he didn't anticipate any costs this year to the City budget. Weaver added that Tyler Technologies indicated that after the agreement was signed it would take about six months before the company could begin implementation because of a backlog of work.

**Weaver** said one factor that prompted the upgrade was a state requirement that the City's fund numbers be four digits instead of three digits. He said Incode 9 was unable to accommodate four digits, so all Incode 9 users in Indiana are seeking to change their software now. He said state auditors are willing to accommodate the City as long as it is making progress toward moving to four-digit fund codes.

In response to a question from **Mayor Stutsman**, **Weaver** said funding for the upgrade has been included in the Board of Work's proposed budget for 2023. He said he could get the Mayor amended budget numbers based on his conversations with **City Water & Sewer Utilities Business Office Manager Kelly Saenz**.

**Board member Swartley** asked **Weaver** the City's current annual costs for Incode 9, including Cloud-based hosting. **Weaver** said the City doesn't subscribe to cloud hosting; all data is stored on a City server. So, **Weaver** said this will be a new expense. He said it is believed the Cloud-based server might be more secure for the City. **Weaver** added this shift could save the City money in the long run and will provide City Departments with timely reports.

**Riouse/Nichols** moved to approve and authorize the Clerk-Treasurer to execute the agreement with Tyler Technologies, Inc. for maintenance, service, support and training on the upgrade to Incode 10 and Tyler Content Manager with one-time costs of \$122,388 and annual costs not to exceed \$70,202. The motion passed 5-0.

**8) Engineering Department: Approve the closure of Jefferson Street, Aug. 31-Sept. 2, 2022 for utility connections to 114 West Jefferson Street**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve the closure of Jefferson Street, from Aug. 31 through Sept. 2, 2022, for utility connections to 114 W. Jefferson Street.

**Sailor** said Schrock Commercial has notified the Engineering Department of requested for road closure associated with utility connections for the future establishment, Barecito. Schrock has requested that Jefferson Street, between 3rd Street and Main Street, be closed to traffic from Aug. 31 through Sept. 2. He added that current MUTCD traffic control standards will be used.

**Riouse/Nichols** moved to approve the closure of Jefferson Street, from Aug. 31 through Sept. 2, 2022, for utility connections to 114 W. Jefferson Street. Motion passed 5-0.

**9) Engineering Department: A report on the extension of lane restrictions associated with the Wilden Avenue Reconstruction Project**

**City Director of Public Works & Utilities Dustin Sailor** said Rieth-Riley Construction has notified the Indiana Department of Transportation (INDOT) of an extension of the lane restrictions associated with the Wilden Avenue Reconstruction Project. Two-way traffic at the intersection of SR 15 and Wilden Avenue will be maintained on SR 15, but movements to and from West Wilden Avenue at the intersection will continue to be restricted.

**Sailor** also said that the closure of West Wilden Avenue at the intersection is expected to continue until Sept. 17, 2022.

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



**10) Request by Schrock Commercial Construction to temporarily place a dumpster behind 120 N. Main Street for construction work**

**Fred Ham of Schrock Commercial Construction** asked the Board to approve the temporary use of two parking spaces in the City parking lot behind 120 N. Main Street, from Sept. 8 through Oct. 7, 2022. Ham said the dumpster was needed to facilitate construction work in the building. Workers will be removing interior partitions, flooring and ceiling tiles on two levels.

After the meeting, Ham provided to the Clerk-Treasurer a written request and building diagram **EXHIBIT #2)**

**Riouse/Nichols moved to approve the temporary placement of a dumpster behind 120 N. Main Street for construction work, from Sept. 8 through Oct. 7, 2022. Motion passed 5-0.**

**11) Engineering Department: Approve the placement of "No Parking" signs along Wakefield Road, between Wilden Avenue and Wakefield Circle**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the placement of "No Parking" signs along Wakefield Road, between Wilden Avenue and Wakefield Circle.

**Corwin** said the Engineering Department received a resident request to prohibit parking at the entrance to Pickwick Village. The resident has had occasions when mail was not been delivered and trash was not collected because of cars parked along the street. The resident was also concerned that the parked cars posed a dangerous situation for children getting on and off the school bus. Corwin said the City Traffic Commission considered the request at its August meeting and unanimously supported the placement of "No Parking" restrictions along Wakefield Road, between Wilden Avenue and Wakefield Circle. However, commission members felt that restrictions along Wakefield Circle were not necessary and would significantly impact residences along the circle.

At the request of **Board member Landis**, Corwin clarified the location of cars blocking trash collection.

**Riouse/Nichols moved to approve the placement of "No Parking" signs along Wakefield Road between Wilden Avenue and Wakefield Circle. Motion passed 5-0.**

**12) Engineering Department: Approve the placement of "No Parking" signs on Hillcrest Drive and Fairview Drive near the subdivision entrance from CR 34**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the placement of "No Parking" signs on Hillcrest Drive and Fairview Drive near the subdivision entrance from County Road 34.

**Corwin** said the City Street Department has requested permanent "No Parking" signs to be placed at the entrance to Terrace Park as depicted in a map and diagram included in the Board's agenda packet. This area is regularly an issue during fair week and the Street Department places numerous temporary signs to prohibit parking at the request of the residents. He said placement of the permanent signs should not have a significant impact on parking availability for the residents and would save City staff the time of placing "no parking" signs before every fair week.

**Corwin** said this request was considered at the August meeting of the City Traffic Commission, and the commission unanimously recommended the installation of the signs as requested.

**Riouse/Nichols moved to approve the placement of "No Parking" signs on Hillcrest Drive and Fairview Drive near the subdivision entrance from CR 34. Motion passed 5-0.**





**13) Engineering Department: Approve the placement of a 25 mph speed limit sign and "No Outlet" sign on a single post on Clover Creek Lane, west of Northstone Road**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the placement of a 25 mph speed limit sign and "No Outlet" sign on a single post on Clover Creek Lane, west of Northstone Road.

**Corwin** said at the August meeting, the City Traffic Commission considered a request from a resident in Maplewood Estates for the installation of a sign assembly at the entrance on Clover Creek Lane similar to what exists on the private section of Clover Creek Lane east of Northstone Road. The proposed location and example sign assembly were shown in an exhibit included in the Board's agenda packet.

As with previous similar requests, **Corwin** indicated that the Traffic Commission recommended the placement of a single speed limit sign (25 mph) at the entrance to the subdivision and also supported the placement of the "No Outlet" sign. Not included was a request for a "No Soliciting" placard.

In response to a question from **Mayor Stutsman**, **Corwin** said residents believe other neighbors have been speeding through the neighborhood and that a lower speed limit will alleviate the problem. Asked by the Mayor if this request will trigger other speed lowering requests, Corwin said this might be different because it is not a thru street. Mayor Stutsman said he wasn't against lowering the speed limit, but doubted it would solve the problem.

**Riouse/Nichols** moved to approve the placement of a 25 mph speed limit sign and "No Outlet" sign on a single post on Clover Creek Lane, west of Northstone Road. Motion passed 5-0.

**14) Engineering Department: Approve the removal of the directional control signage along Alley 139**

**City Civil Traffic Engineer Josh Corwin** asked the Board to approve the removal of the directional control signage along Alley 139.

**Corwin** said at the August meeting, the City Traffic Commission reviewed the directional control signs along Alley 139. The current directional control was depicted in a diagram included in the Board's agenda packet along with photos of the current signs. The Traffic Commission forwarded a recommendation to remove the directional restrictions and allow bi-directional traffic to self-regulate in the low-speed alleyways as the best option.

**Riouse/Nichols** moved to approve the removal of the directional control signage along Alley 139. Motion passed 5-0.

**15) Engineering Department: Approve Change Order No. 1 of an additional 22 calendar days for the Concrete Paving Project (JN: 2022-0002)**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve Change Order No. 1 of an additional 22 calendar days to the project schedule to perform the remainder of the work.

**Sailor** said Rieth Riley has requested an additional 22 days to be added to the project schedule due to the delay of the utility locates not being located at the beginning of the project. Rieth Riley could not perform the work until the project was located properly. He said the Engineering Department has seen the locate ticket requests, and can confirm the requested days are warranted.

**Riouse/Nichols** moved to approve Change Order No. 1 of an additional 22 calendar days to the project schedule to perform the remainder of the work. Motion passed 5-0.



**16) Engineering Department: Authorize the Mayor to sign a letter allowing Ericsson to file the necessary FAA paperwork necessary for AT&T to add additional signal equipment on the Clinton Water Tower**  
**City Director of Public Works & Utilities Dustin Sailor** asked the Board to authorize the Mayor to sign a letter allowing Ericsson to file the FAA paperwork necessary for AT&T to add additional signal equipment on the Clinton Water Tower.

**Sailor** said AT&T, occupying space on the Clinton Water Tower under a 2002 lease agreement, is seeking to make modifications to their equipment. In accordance with the 2007 FAA Collocation Spectrum Void Policy that list frequencies that can be added without voiding the FAA determination, a new FAA filing is required allowing AT&T to add newly authorized frequencies without voiding the City's Determination of No Hazard for the tower. He said it is the site owner's responsibility to apply for the FAA notification, but AT&T's consultant, Ericsson, will prepare the filing, if authorized by the Board, at no cost to the City. He added that City departments support this request.

**Riouse/Nichols** moved to authorize the Mayor to sign a letter allowing Ericsson to file the necessary FAA paperwork necessary for AT&T to add additional signal equipment on the Clinton Water Tower. Motion passed 5-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:39 p.m.

There were no public comments, so Mayor Stutsman closed Privilege of the Floor at 2:39 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 2:40 p.m.

**EXHIBIT #1:** A revised Agreement Allowing Connection to Storm Sewer, which will allow a home being built in the fall at 1914 Woodward Place to discharge groundwater from a basement sump pump to the City's storm sewer system along River Vista Drive. City Paralegal Brandy Toms provided the Board with the revised agreement during consideration of agenda item 5) *Legal Department: Approve an agreement allowing a home to be built at 1914 Woodward Place to discharge groundwater from a basement sump pump to the City's storm sewer system.*

**EXHIBIT #2:** *Written request and building diagram provided by Fred Ham of Schrock Commercial Construction in support of agenda item 10) Request by Schrock Commercial Construction to temporarily place a dumpster behind 120 N. Main Street for construction work. Ham provided the written request and building diagram to the Clerk-Treasurer after the meeting.*



APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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DeWayne Riouse, Member

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Barb Swartley, Member



ATTEST

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



**CITY OF GOSHEN LEGAL DEPARTMENT**

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September 12, 2022

**To:** Board of Public Works and Safety

**From:** Shannon Marks

**Subject:** Police Department Conditional Offer of Employment to Matthew Tyler Whelchel

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

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Police Department as a probationary patrol officer which includes being approved by the board of trustees of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund.

Once employed, Matthew will be required to successfully complete all training requirements, including complete the Tier I basic training requirements and obtain certification with the Indiana Law Enforcement Training Board.

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

**Suggested motions:**

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

## **GOSHEN POLICE DEPARTMENT CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the date of the last signature set forth below, by and between **Matthew Tyler Whelchel** ("Whelchel") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

### **PREREQUISITES TO BEGINNING EMPLOYMENT**

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

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



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

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

#### **AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS**

- (1) As a condition of employment, Whelchel is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Whelchel agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Whelchel's first day of employment with City.
- (2) As a further condition of employment, City shall require and Whelchel agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Whelchel agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Whelchel will be paid for the time Whelchel spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) If Whelchel fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Whelchel's first day of employment with City, Whelchel's employment with City and the Goshen Police Department shall terminate.

#### **AMENDMENT**

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

#### **SEVERABILITY**

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

**INDIANA LAW**

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

**BINDING EFFECT**

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

**ENTIRE AGREEMENT**

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

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

\_\_\_\_\_  
Matthew Tyler Whelchel

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor  
City of Goshen, Indiana

Date: \_\_\_\_\_



## History Hispanic Heritage Month

Dear Richard Aguirre and Board of Works & Safety

Every year from September 15 to October 15, Americans celebrate National Hispanic Heritage Month by appreciating the community's history, heritage, and contributions of the ancestors of American citizens who came from Mexico, Spain, the Caribbean, and South- and Central America. September 15 is set as the starting date for the month as it is important for many reasons. It is the independence anniversary for Latin American countries El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras. From here onwards, the independence days of Mexico and Chile fall on September 16 and September 18, respectively. Día de la Raza or Columbus Day also falls within this month, on October 12. Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the nation are immeasurable, and they embody the best of American values. The Hispanic American community has left an indelible mark on the U.S. culture and economy

**This year Community-Pro Education and the City of Goshen is pleased to announce their 2<sup>nd</sup> Annual Hispanic Heritage Month Celebration on Saturday, September 17, 2022, at the Goshen Downtown from 1:00 p.m. to 11:00 p.m.**

Last year's event brought over 4000+ individuals and families to Downtown Goshen for the Hispanic Heritage Festival this year we expect 5000+ to attend this celebration. It is envisioned that there will be more attendees this year given that the festival is going to be larger in scope: food vendors, musical groups, vendors, etc.

**Our request this year is to close Jefferson Street from 3<sup>rd</sup> Street to the North/South Alley on the East side of Main Street. And close Main Street from Washington Street south to Madison we have attached a map.**

**Street barriers E Washington St and Main, Madison and Main, Jefferson and S 3<sup>rd</sup> and Jefferson to Alley after the bubble from 8am-12pm**

**Police presence on Main/Lincoln and Madison and Main from 3pm-11pm**

E Washington St

Main St

W Washington St

S 3rd St

S 3rd St

E Madison St

E Madison St

Alley

Alley

Alley

Alley

Alley

Alley

Alley

Ten Thousand Villages Goshen  
Goshen Theater

Goshen Chamber of Commerce

Jacquelyn's Beauty Salon

Maple City Market  
Glass Doctor of Goshen

John Hall True Valve Hardware  
Fables Books

universal Tama I

Verizon  
funeral Home

Public Parking Lot  
Maple City Conference Center

Los Primos Mexican Grill

Request to close

Main Stage

SPONSOR'S

VENDORS

VENDORS

VENDORS

Request to close

Request to close the street

FOOD

Request close

Request to close the street

Request to close

W Jefferson St

Goshen City Courthouse

E Jefferson St

# Goshen's SECOND HISPANIC HERITAGE MONTH

**Community Pro Education  
and the City of Goshen**  
Second Hispanic Heritage Month Celebration  
in the city of Goshen, on Main Street o  
Saturday, September 17, 2022.



## Family Event



## LIVE MUSIC ON MAPLE CITY CONFERENCE AND EVENT CENTER



Come and enjoy a completely family event to celebrate Hispanic Heritage Month in the United States.

Let's celebrate together our culture, our roots, our heritage to the new generations

For more information feel free to contact Community Pro Education at (574) 903-4547





Haunted Half Marathon, Terrible 10K, Frightening 5K and Monster Mile  
 Saturday, October 29, 2022  
 Abshire Park  
 1302 East Lincoln Avenue  
 Goshen, IN 46516

## EVENT PLAN

Event Planning	Paula Turk, Stone Soup Promotions- Race Director POB 82, Elkhart IN 46516 574-293-1683 650-464-3467
Overview	<p>This is a beloved event that has been going for over 10 years (in the past held at LoveWay Therapeutic Riding Center and Bonneyville Mill County Park)</p> <p>The event quickly outgrew LoveWay and moved to Bonneyville Mill where it has been held for 10 years.</p>
Beneficiary	Race proceeds benefit Elkhart County Down Syndrome Support Group. EIN number 51-0432096
Expected number of Runners	300
Parking	<p>We wrote and obtained personal permission to park in nearby business and churches on East Lincoln Avenue and surrounding areas including:</p> <p>Mt Joy Mennonite Church- 60 spots          Iglesia Sinai Church- 60 spots          Millet Battery          Goshen Collision Center          Goshen Church of God          Etc.</p> <p>Boy Scout Troop # 12 led by Rick Burger will be assisting with parking cars using flashing batons and road discs.</p>
Safety	We will have two volunteers at the road crossings and have requested help from the County (which has supported this race for the last 10 years.) on the 4 crossings with cars.
Porta Potts	Cripes Septic will provide 3 Porta Potts close to the building and clean the two that are on the trail prior to our



	<p>race. They will drop on Friday, October 28 and pick up on Monday, October 31.</p> <p>Cripes does not deliver on Saturday. They did not seem concerned about vandalism and suggested we should lock the units at the Abshire Park.</p>
Citizen notification	<p>Signs on Country Roads at Crossings: Full size traffic barricades signs will be place approximate 60 yards from the crossing, along with cones on both sides to alert motorists. County will provide cars with flashing lights at the intersections.</p> <p><b>Race this Saturday</b> signs will be on the course to inform regular Pumpkinvine Path users, that the path will be in full swing and also on the same crossings.</p> <p>Letters will be distributed to businesses along East Lincoln one week out to remind to remind them of the race.</p>
Emergency Plan	<p>Requesting an ambulance or at least awareness of the race happening through the Fire Department and hospital.</p> <p>We will have two golf carts available to pick people up if they are struggling and will take them to the nearest road for pickup.</p>
Cheer Squad	<p>Indiana Ultimate Wings will do a pre-event cheer in the open space along the side of the parking lot.</p>
Rolling Start	<p>To spread the field out, we will have the runners line up by the distance and then by time. There is a timing mat at the start, so almost a time trial start.</p>
Trash- Take out	<p>We will pack out the trash and take to one of our sponsor dumpsters. Water stops along the way will also be cleaned up of any cups or debris. We don't have food on the course, only water and Gatorade.</p>

## HAUNTED SCHEDULE

### RACE DAY SCHEDULE *subject to adjustment*

- 6:30 am Registration and Packet Pickup Opens
- 8:00 am Onsite Registration Closes
- 8:11 am Sunrise! Gather for the parade
- 8:15 am Registration Closes
- 8:15 am Costume Parade
- You can have your photo taken  
>>> Play the Monster Mash
- 8:25 am Indiana Ultimate Wings Special Needs Cheer Team  
out of Goshen Indiana >>> Special Music
- 8:30 am Course Comments / Mandatory Safety Meeting (Paula)
- 8:35 am Half Marathoners ONLY start heading to the starting line
- 8:45 am Half Marathon Starts
- 8:47 am 10K to the Starting Line
- 8:50 am 10K Start
- 8:55 am Milers get ready
- 9:00 am 5K Start s
- 9:01 am Monster Mile Starts

## SAFETY

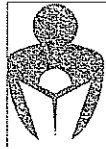
As an event planner, of course we want everyone to have a good time and have an organized event. However, as a Race Director Safety is my number one concern.

We will do everything we can to anticipate anything that could go wrong and try to make this event safe.

That is a HUGE reason why we are moving this race to the Pumpkinvine for safety. We used to have this all on rolling country roads, so aware of the traffic issues.

We hope to build our race in Goshen, and bring more people to experience the Pumpkinvine. Trail. I am always so surprised when I talk to people and they have never come over to check it out!





**FAIRFIELD**  
COMMUNITY SCHOOLS  
67240 CR 31, Goshen, IN 46528

Dr. Carrie Cannon, Superintendent  
Monica Kegerreis, Assistant Superintendent  
Troy Beachy, Business Manager  
fax: (574) 831-5698  
phone: (574) 831-2188  
email: ccannon@fairfield.k12.in.us

September 8th , 2022

City Of Goshen  
Board of Works and Safety and Stormwater Board  
202 S. Fifth Street  
Goshen, In 46528

Attention: Board of Works members:

**RE: FAIRFIELD SCHOOL CORPORATION  
VARIANCE REQUEST FOR SEWER TAP IN ACCORDANCE WITH  
SEWER ORDINANCE 4333 SECTION 3.03(M)**

Dear Board Members:

Fairfield Community Schools is in the process of constructing a new recreational facilities that will include athletic locker rooms and a concession stand. Sanitary sewer was run to the school's campus in 2004 under a Water and Sewer Agreement, rewarded in the County Recorder's office as Record NO. 2004-04789.

Fairfield Community Schools understands City Ordinance 4333, Section 3.03(M), requires subordinate sewer taps be connected to the primary structures sewer tap. Because the school campus is served by a single municipal lift station, the school contends that it meets the spirit of the ordinance with the public school grounds being the single customer. Precedents for similar approvals were provided when on-campus school administration offices and the school bus maintenance garage were connected to the municipal sewer system.

Fairfield School Corporation request's the Board's permission to add the team rooms and concession stand building to the sewer collection system as an accessory/subordinate structure. As a condition of approval, Fairfield School Corporation understands that each subordinate sewer connection on the campus will be required to directly connect to the public sewer main should the campus be parceled off and sold to another entity.

A representative from the corporation will be present at the board meeting to answer questions as necessary.  
Sincerely Tim Leer, Director of Facilities, Fairfield School Corporation

  
*Empowering a resilient, reflective, and responsible community to learn and lead boldly.*



**Richard Aguirre, City Clerk-Treasurer**  
**CITY OF GOSHEN**

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

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

[richardaguirre@goshencity.com](mailto:richardaguirre@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Sept. 12, 2022  
**Subject:** Raul Mata Ochoa & Araceli Guzman Gomez request to retroactively approve the expansion of the driveway width at 901 Lynwood Drive to 29 feet wide

**Raul Mata Ochoa and Araceli Guzman Gomez**, the owners of a home at 901 Lynwood Drive in Goshen, are seeking the Board's retroactive approval to allow a 29-foot-wide concrete driveway, which exceeds the 24-foot width the City allows. The Board's approval will clear the way for the City Engineering Department to issue a right-of-way permit and for the City Planning Department to issue a zoning clearance.

**Lisbeth Ochoa**, the daughter of Raul Mata Ochoa and Araceli Guzman Gomez, said the driveway at 901 Lynwood Drive was cracked, so her parents "redid the entrance to match the other garage." She said the work was done on July 27, 2022 By Meadowlark Concrete.

Ochoa said her parents were unaware advance approval was required for a driveway width greater than 24 feet. She added that other homes in the area have similarly wide driveways and she provided photos of two residences in the neighborhood, which are attached to this memorandum.

On Aug. 18, 2022, **Rossa Deegan, Assistant Zoning Administrator**, notified Raul Mata Ochoa and Araceli Guzman Gomez by mail (copy attached) that the City Planning Office had become aware of a potential violation of the City's Zoning Ordinance (Section 6180). The alleged violation was the driveway improvement, which was made at the location without zoning clearance approval.

In response, Ochoa promptly responded to Deegan's letter by dropping off a zoning clearance and driveway expansion plan. In an Aug. 26, 2022 email to Ochoa, Deegan wrote: "Based on the plan, there no Planning Department issues with the expansion. I spoke with **Jason Hoffman** (copied) in the Engineering Department, and he said the 29' width of the driveway, which exceeds the allowed 24', will need approval by the Board of Works, and if approved, a right of way permit by the Engineering Department needs to be issued. When those matters are address, Planning can issue the zoning clearance." Deegan asked Ochoa to contact the Clerk-Treasurer's Office so the matter could be heard by the Board of Works. Attached is a site map Deegan provided to Ochoa.

**Suggested motion:** Retroactively approve the request by Raul Mata Ochoa and Araceli Guzman Gomez to allow a 29-foot-wide driveway, which exceeds the 24-foot width allowed, at 901 Lynwood Drive and recommend that the City Engineering Department issue a right-of-way permit and that the City Planning Department issue a zoning clearance.









Rossa Deegan, Planning Department  
City of Goshen

204 E. Jefferson St, Suite 4 • Goshen, Indiana 46528

Phone: 574-534-3505 • Fax: 574-533-8626

planning@goshencity.com • www.goshenindiana.org/planning-zoning

August 18, 2022

Raul Mata Ochoa & Araceli Guzman Gomez  
901 Lynwood Drive  
Goshen, IN 46526

**RE: 901 Lynwood Drive, unapproved driveway, Zoned Residential R-1**

Dear Mr. Mata Ochoa and Ms. Araceli Guzman Gomez:

The City of Goshen Planning Office has become aware of a potential violation of the City's Zoning Ordinance. The potential section violated, the part of that section that pertains to you, and the nature of the violation are set out below.

Code Section	Code Provision	Nature of Violation	Respond By
ZO 6180 Improvement Location Permit Required	No permit shall be issued by any office, department or employee of the City of Goshen for the erection or alteration and use of or improvements to land unless an improvement location permit shall have been issued by the Zoning Administrator.	It appears that changes have been made to the driveway at the above-referenced address without zoning clearance approval. Improvements to your property, including changes to parking and driveway areas, require review by the Goshen Planning and Engineering Departments. A signed zoning clearance must be issued before the changes are made, and changes to the right of way likely require a permit from Goshen Engineering.	9/2/2022

Please contact the Office at 574-534-3505 by Friday, September 2, 2022 to discuss a solution to the possible violation. Thank you for your cooperation in this matter.

Sincerely,

Rossa Deegan  
Assistant Zoning Administrator

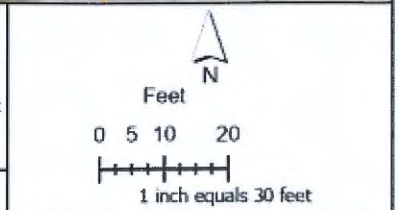
Enclosures: Section 6180 of the Goshen Zoning Ordinance; zoning clearance form; 2021 aerial

CC: Mattie Lehman, Goshen Stormwater  
Jason Hoffman, Goshen Engineering





The City of Goshen's Digital Data is the property of the City of Goshen and Elkhart County, Indiana. All graphic data supplied by the city and county has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The city and county do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the city and county disclaim any assumption of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the city's or county's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the city and county arising out of this disclaimer.



**901 Lynwood Drive**

**The City of Goshen**  
 Department of  
 Planning & Zoning  
 204 East Jefferson Street, Goshen, Indiana 46528  
 Phone: 574-534-3600 Fax: 574-533-8626

2021 Aerial  
 Printed on 8/18/2022



**CITY OF GOSHEN LEGAL DEPARTMENT**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

September 12, 2022

**To:** Board of Public Works and Safety

**From:** Carla Newcomer

**Subject:** Agreement with Digital Hill Multimedia, Inc. for Development and Maintenance of the City's Website

Attached for the Board's approval and authorization for the Mayor to execute, is an agreement with Digital Hill Multimedia, Inc. for the development and maintenance of the City's Website. Digital Hill Multimedia, Inc. will be paid a lumpsum cost of \$22,155.00 for the development of the website, a monthly Security Review in the amount of \$99.00 per month and a yearly maintenance fee of \$723.00.

**Suggested Motion:**

Approve and authorize the Mayor to execute the agreement with Digital Hill Multimedia, Inc. for the development and maintenance of the City's website.



**AGREEMENT  
FOR  
WEBSITE DEVELOPMENT WITH  
DIGITAL HILL MULTIMEDIA, INC.**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2022, which is the last signature date set forth below, by and between **Digital Hill Multimedia, Inc.** (“Contractor”), whose mailing address is 229 South Main Street, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

**Section 1. Contractor Duties**

Contractor shall provide City the services for the design, development, and maintenance, of a website for the City, which services are more particularly described in Contractor’s proposal attached as **Exhibit A** (hereinafter referred to as “Duties”).

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

**Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor shall complete the Duties of the development of the Website by within 240 calendar days of the date of the notice to proceed.

**Section 3. Compensation**

- (A) City agrees to compensate Contractor the sum of \$22,155.00 for website development as follows:

1. Custom Graphic Design.....	Lump Sum of	\$3,450.00
2. Responsive Design and Programing.....	Lump Sum of	\$3,150.00
3. Content Management System (CMS)-WordPress.....	Lump Sum of	\$525.00
4. Events Calendar-Current Custom Solution.....	Lump Sum of	\$4,725.00
5. Search & Filter Pro: Advanced Searching Tools .....	Lump Sum of	\$1,620.00
6. Content Migration.....	Lump Sum of	\$3,675.00
7. Gravity Forms: Contact Form Builder.....	Lump Sum of	\$1,860.00
8. Profile Builder PRO: User Registration and Profiles...	Lump Sum of	\$1,840.00
9. Smart Slider 3 Pro: Slideshows & Image Carousel.....	Lump Sum of	\$365.00
10. Data Entry Management .....	Lump Sum of	\$265.00
11. Accessible Setup.....	Lump Sum of	\$365.00
12. Training Word Press.....	Lump Sum of	\$315.00
Total.....		\$22,155.00

- (C) City agrees to compensate Contractor for Website Monthly Security Review-Tier 2 in the amount of \$99.00 per month.
- (D) City agrees to compensate Contractor the sum of \$723.00 yearly for service renewals. as follows for performing website maintenance Duties:

Yearly Fee Detailed:

Search &Filter Pro: Advanced Searching Tools.....	\$20.00
Gravity Forms Yearly Service Renewal.....	\$59.00
Accessible-Yearly Service Renewal.....	\$495.00
Profile Builder Pro: User Registration and Profiles Plugin Renewal.....	\$149.00

**Section 4.      Payment**

- (A) Payment tendered on all duties satisfactorily completed under this agreement for the Website Development as the duties progress. City shall pay Contractor 25% or Five Thousand Five Hundred Thirty-Eight Dollars and Seventy-Five Cents (\$5,538.75) upon approval of initial graphic design. Contractor will be paid 50% or Ten Thousand Five Hundred and Seventy -Seven Dollars and Fifty Cents \$10,577.50) upon approval of developmental site AKA "DEV site" and Contractor will be paid the remaining 25% or Five Thousand Five Hundred Thirty-Eight Dollars and Seventy-Five Cents (\$5,538.75) upon completion of project and day of site going live. Payment shall be upon City’s receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Clerk/Treasurer  
202 South Fifth Street  
Goshen, IN 46528

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

**Section 5.      Ownership of Documents**

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

including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

### **Section 6.      Licensing/Certification Standards**

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

### **Section 7.      Independent Contractor**

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

### **Section 8.      Non-Discrimination**

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

### **Section 9.      Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.



- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 10. Contracting with Relatives**

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

### **Section 11. No Investment Activities in Iran**

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

### **Section 12. Indemnification**

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

### **Section 13. Force Majeure**

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

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

#### **Section 14. Default**

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

#### **Section 15. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.

- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

## **Section 16. Notice**

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

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

Contractor: Digital Hill Multimedia, Inc  
229 South Main Street  
Goshen, IN 46526

## **Section 18. Subcontracting or Assignment**

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

## **Section 19. Amendments**

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

## **Section 20. Waiver of Rights**

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

## **Section 21. Applicable Laws**

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

**Section 22. Miscellaneous**

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

**Section 23. Severability**

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

**Section 24. Binding Effect**

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

**Section 25. Entire Agreement**

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

**Section 26. Authority to Bind Contractor**

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

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

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

**Digital Hill Multimedia, Inc.**

\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

Date Signed: \_\_\_\_\_

\_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_



## Project Proposal for **City of Goshen**

#13432 New WordPress Site  
goshenindiana.org

**Digital Hill**  
**Multimedia, Inc.**  
229 South Main St.  
Goshen, IN 46526  
574.537.0703  
888.573.0703  
[www.digitalhill.com](http://www.digitalhill.com)

## Custom Graphic Design

The look and feel of your website is an essential part of your business and your brand. 80% of people who connect with you will visit your site before contacting you. Make sure when they see your website it's representing your company and brand to the best of its ability. An unprofessional website can turn off site visitors. Make sure your site gives them a reason to take the next step and reach out to your company for more information.

Digital Hill will develop a unique, custom and professional design for your website. We get extensive input from you on your goals and target demographic, and can make the design styles consistent with your existing literature and company information. We will create both the main homepage design and also an inner page design for your review. We will also design and implement a favicon for your site. We will present you with an initial home page design and then complete up to 3 additional revisions of that home page design. There will be an additional \$135 per homepage design revision after that point. We work until you are satisfied. Once you've signed off on the homepage, we move forward on the inner page layouts with the same 3 additional revision plan and do not move ahead on programming until we have your signed off approval of the designs needed. The client supplies logos and images. Other images we need to purchase for the design would be an additional cost and would be approved by the client before purchase. Part of the design process is to optimize images for fast page loading and to properly code the design so that it renders correctly on popular modern Internet browsers such as Google Chrome.

Quoted above is our base level graphic design. Below are a few examples of our base level graphic design:

<https://www.maverickboats.com/>

<https://azdelonboard.com/>

<https://www.technicalservicesin.com/>



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*Note: Custom animation is not part of this scope and, if included, will be outlined separately in the proposal.*

## Responsive Design and Programming

With the rise of mobile and tablet devices, it's becoming more and more important to offer your users an optimized experience on their devices. Without this, a mobile user can get frustrated trying to navigate a regular site and leave early. Additionally, having a good experience on mobile devices is critical for search engine optimization, since it has become a factor in how Google ranks your site in its search results. Designing and programming the site to be responsive will ensure the site is optimized for each visitor's device, whether they are using a smartphone, tablet or desktop computer. In the website's code, we will auto-detect the size of the visitor's browser and format the site to fit their screen.

We cannot guarantee a specific page loading speed since there are multiple variables at play from internet speed to content you control on pages but our goal is core programming that enables efficient web page loading speeds. Responsive site design and programming requires more design work and manipulation of the site's CSS in order to accommodate different screen sizes and devices.

## Content Management System (CMS) - WordPress

At the core of every modern site these days is the Content Management System (CMS). A site's CMS should be robust enough to allow the client to make all the everyday necessary site content changes. The CMS will keep the overall structure and design in place, so there is no need to worry about "breaking" the website.

For this site, we'll use the WordPress CMS, which is the most popular CMS in the world. This gives you access to a wide range of flexible plugins, many of them free, that can add functionality and features to your website with minimal additional cost. It also means that there is extensive online documentation and troubleshooting assistance available to help get your site's configuration just right.



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The WordPress CMS will allow an authorized site manager to login online and have the ability to easily add, update, and remove pages and content. There will be a set graphic design which is not editable on each of these pages, which WordPress calls a "theme". Digital Hill will be responsible for building and configuring the custom theme that is used for your site.

*Note: Creating pages is not creating content for the pages. Content writing is available as a separate hourly service.*

*Note: WordPress and plugins release updates that need to be implemented. We do these updates for WordPress and plugins if you have our monthly update and security service. Otherwise you are responsible to do the updates and if something breaks in the update of WordPress or a plugin and we are needed, it would be a billable item.*

## Events Calendar - Current Custom Solution Import

Digital Hill would move, do needed updates and integrate the existing events calendar custom solution into the new website.

All calendar solutions and features would remain the exact same, but would be implemented into a new CMS system.

This is more costly because we have to make a lot of custom updates to get it to work in the newer platform.

Cost is \$4725 and this would be added if desired to a revised proposal and the other events calendar cost removed.



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## Search & Filter Pro: Advanced Searching Tools

The Search & Filter Pro plugin enables you to create forms to search by custom fields, post meta, taxonomies, tags, categories, authors, post types, post dates and more – The Ultimate WordPress Filter Plugin with Ajax!

It allows you to search and filter your posts / custom posts / products by any number of parameters allowing your users to easily find what they are looking for on your site, whether it be a blog post, a product in an online shop and more.

The one-time cost includes the first year of the plugin, installation and initial configuration of the plugin, including one filtering form and results page with up to 10 filters.

More information about this plugin is available here: <https://searchandfilter.com/>

*Note: this plugin has an ongoing cost of \$20/year to keep the plugin updated with the latest features and security updates. The developer license is required during development in most cases and is included in the one-time cost. Renewals should be able to make use of the single site license as long as the tool is only used at one domain.*

## Content Migration

Digital Hill will migrate all existing content over to the new site. Please note that any modifications regarding content must be provided to Digital Hill by the client. All other content modifications must be agreed upon in a new proposal. For more information, please contact your Digital Hill representative.



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## Gravity Forms: Contact Form Builder

Gravity Forms is the easiest, most trusted tool to create advanced forms for your WordPress-powered website. It can manage multiple contact forms and collect the lead submissions that come through each form. You can quickly and easily customize each form and the contents flexibly with simple markup. You can also export form submissions and download them as a CSV file that can be opened by spreadsheet software, such as Microsoft Excel.

This cost includes the installation and initial configuration of the plugin. Plus, Digital Hill will configure the forms. See below.

More information about this plugin is available here: <https://www.gravityforms.com/>

*Note: this plugin has an ongoing cost of \$59/year to keep the plugin updated with the latest features and security updates.*

*NOTE: DIGITAL HILL WILL DUPLICATE ALL EXISTING FORMS ON THE CURRENT WEBSITE AND IMPLEMENT THOSE FORMS ONTO THE NEW WEBSITE. ALL FORMS WILL REMAIN THE SAME. IF FORM MODIFICATIONS ARE NEEDED, PLEASE REACH OUT TO YOUR DIGITAL HILL REPRESENTATIVE. ANY FORM MODIFICATIONS MUST BE AGREED UPON IN A NEW PROPOSAL.*

## Profile Builder PRO: User Registration and Profiles

Digital Hill will install the Profile Builder PRO plugin, which allows for easy-to-use customer profiles, a front-end login form, user registration and edit profile forms. It also enables you to restrict content based on user role or logged in status. Admins can manage user roles and capabilities using the built in role editor.

The PRO version allows for custom user fields, admin approval, increased password security and more.



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This cost includes the installation and initial configuration of the plugin, appropriately integrating it into the pages of the site.

More details about the features of the plugin are available here:

<https://www.cozmoslabs.com/wordpress-profile-builder/>

*Note: this plugin has an ongoing cost of \$149/year to keep the plugin updated with the latest features and security updates.*

## Smart Slider 3 Pro: Slideshows & Image Carousels

Smart Slider 3 Pro enables you to create complex slideshows, carousels, image & video galleries. The Pro version provides access to more slide types, templates, effects and animations. These slideshows can be built and edited using a powerful visual interface and then placed on your site pages as necessary.

This cost includes the one-time cost of the plugin for a single domain, plus the design and creation of a sliding image area on the home page of the website. The client is responsible to supply images in .png or .jpg format. We will crop and size up to 3 images for this area.

More information and examples of slideshow styles and features are available here:

<https://smartslider3.com/>

## Data Entry Management

Data Entry Management will give you the ability to delete data entries after a specified time frame.



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## AccessiBe Setup

AccessiBe is a game-changer in web accessibility, making the entire process to full ADA compliance 100% automatic and immediate, using machine-learning and computer vision technologies. Having an ADA compliant website safeguards your business against any litigation attempts.

AccessiBe utilizes two applications that together achieve full compliance. The accessibility interface is responsible for all the UI and design-related adjustments, while the AI-powered background process handles optimizations for screen-reader and for keyboard navigation (the most complex requirements). The beauty of this tool is that it does not require a rebuild or massive alternations to be programmed within your site. It effectively creates a ADA compliant version on top of your existing website, saving you thousands of dollars.

It perfectly meets accessibility requirements according to the WCAG 2.1 guidelines at the AA and AAA levels.

We create your account with AccessiBe and you will be sent reports on ADA updates to your site.

We then need to configure and install the code from AccessiBe on your site. That is the cost for this line item noted here.

NOTE: There is a yearly cost for using AccessiBe on a website and the yearly cost ensures it stays current and updates to current web standards and ADA standards. That cost is currently \$495/year per domain for up to a 1000 page website.



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## Training - WordPress

Up to three hours of online training is included on how to use any custom WordPress CMS features and plugins. There is extensive online documentation and tutorials available for core WordPress features and we can provide some suggestions, if necessary. Further training needed or training of other employees can be done on an hourly rate basis.



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## Monthly Security Review-Tier 2

The web changes quickly and web standards change. The older a site, the more it is vulnerable to security risks and hacks. Security cannot be guaranteed 100% but it can be enhanced with regular review and updates. Digital Hill can provide a security review that looks at web standards, monitors web risks, and closes loopholes that emerge. This service also covers the first 1 hour of any work needed and basic updates on your site. This helps ensure your site maintains the latest security protocols but it is not bullet-proof, as made obvious by recent hacks of major government and brand websites. The Monthly Security Review Tier 2 Package includes the following:

- Monthly Security monitoring
- Google Analytics reporting
- WP Software updates
- Server upgrades
- Downtime monitoring
- 1 Free backup restore (\$105 value)
- Hacked website repair - Up to 4 hours
- Website edits, support, updates - Up to 3 hours
- Additional Hourly Support - \$100/hr.

## Search & Filter Pro: Advanced Searching Tools - Yearly Plugin Renewal

## Gravity Forms - Yearly Plugin Renewal



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## AccessiBe - Yearly Service Renewal

## Profile Builder PRO: User Registration and Profiles - Yearly Plugin Renewal



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## Pricing

<b>Item</b>	<b>Price</b>
Custom Graphic Design .....	\$3,450.00
Responsive Design and Programming .....	\$3,150.00
Content Management System (CMS) - WordPress .....	\$525.00
Events Calendar - Current Custom Solution Import .....	\$4,725.00
Search & Filter Pro: Advanced Searching Tools .....	\$1,620.00
Content Migration .....	\$3,675.00
Gravity Forms: Contact Form Builder .....	\$1,860.00
Profile Builder PRO: User Registration and Profiles .....	\$1,840.00
Smart Slider 3 Pro: Slideshows & Image Carousels .....	\$365.00
Data Entry Management .....	\$265.00
AccessiBe Setup .....	\$365.00
Training - WordPress .....	\$315.00
Monthly Security Review-Tier 2 .....	\$99.00/Monthly
Search & Filter Pro: Advanced Searching Tools - Yearly Plugin Renewal .....	\$20.00/Yearly
Gravity Forms - Yearly Plugin Renewal .....	\$59.00/Yearly
AccessiBe - Yearly Service Renewal .....	\$495.00/Yearly
Profile Builder PRO: User Registration and Profiles - Yearly Plugin Renewal .....	\$149.00/Yearly

**Total: \$22,155.00**  
**Total Monthly: \$99.00**  
**Total Yearly: \$723.00**



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## Proposal #13432 Terms

25% down (\$5,538.75) required to start project. 50% (\$10,577.50) due upon completion and approval of graphic design. 25% (\$5,538.75) due upon completion of project. If Digital Hill is waiting on content from the client for more than 60 days Digital Hill reserves the right to bill for the work already completed. If the site is still in development 6 months after the start of the project, web hosting of \$29.95 per month will begin. Any changes or additions not included in this proposal will be billed at \$105/hr. or a new proposal will be created. Digital Hill will renew any/all plugins associated to the website on a yearly basis unless the client cancels plugin renewals 30 days prior to annual renewal date. Digital Hill will offer support for 30 days after web work is complete. After that 30 day period is completed Digital Hill reserves the right to bill for support. This proposal is valid for 60 days from creation. Website Hosting costs begin when the site/e-mail goes live and continues until we receive written/electronic notification from the main contact that hosting should be terminated. If development programming is done and site is on server but has not gone live Digital Hill reserves the right to start monthly hosting fees. Digital Hill uses the latest programming techniques to provide security to website data. Please note that changes are continually occurring in web programming techniques and server management. Digital Hill attempts to safeguard against any issues, however, potential problems can occur. Due to continually changing programming techniques on the web, Digital Hill will not be held liable for security breaches, should they occur, to sites that have been coded or hosted by Digital Hill. Digital Hill cannot program for future web browser updates ahead of time and so warrants the site to work on only the latest browser versions available at the time of site go-live, and not historical or future web browsers. Programming bugs are covered by Digital Hill up to 1 year from signing of proposal. After that, bugs and maintenance are billable services to fix and update. Monthly Digital Marketing contract costs are paid upfront in full per month by 1st of month and considered late if not received by 9th of the month. In consideration of the mutual covenants set forth in this Agreement, Customer and Digital Hill (noted as Agency going forward) hereby agree as follows: 1. Engagement of Services. Agency agrees to render to Customer services as outlined above in proposal for web and web marketing services. 2. Specifications: Agency agrees to develop the items pursuant to the specifications set forth in the Project Scoping section of this document. Additional scope outside that contained in this document would be developed during project and would require Customer acceptance and agreement of satisfaction to move forward. 3. Services Completion: Agency will use reasonable diligence in the development of the project, and/or Advertising and Marketing Services and endeavor to deliver to Customer all agreed upon specifications (or Milestones) within agreed to project scope and schedule. 4. Compensation: For all of Agency's services under this Agreement, Customer shall compensate Agency, in cash, pursuant to the terms outlined hereto. In the event customer wishes to terminate contract and work has been started, customer agrees there is no recompense for down payments made. As well, in the event Customer fails to make any of the payments referenced by the deadline set forth, Agency have the right, but are not obligated, to pursue any or all of the following remedies: (1) terminate the Agreement, (2) withhold all materials, services and creative content administered by Agency on behalf of Customer, (3) bring legal action. In the event of legal action necessary, Customer would be liable to pay Agency legal costs. 5. Confidentiality: Customer and Agency acknowledge and agree that the Specifications and all other documents and information related to the engagement of this project, and/or marketing or advertising development will constitute valuable trade secrets of Agency. Customer shall keep the Confidential Information in confidence and shall not, at any time



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during or after the term of this Agreement, without Agency's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information. 6. Limited Warranty and Limitation on Damages: Both parties agree to mutual indemnification and hold harmless with respect to any claims, loss, lawsuit, liability or judgment suffered which result from the use of any material prepared or execution of service by Agency or at the direction of Agency which has been materially changed from the Specifications by any third-party entity. Both parties waive any claim for damages, direct or indirect, and agree that sole and exclusive remedy for damages (either in contract or tort) is the consideration paid to Agency as set forth in Proposal Services and Fees referenced above in proposal. 7. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all prior agreements or understandings, written or oral, between the parties related to the subject. 8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana. 9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Customer and Agency and their respective successors and assigns, provided that Agency may not assign any of his obligations under this Agreement without Customer's prior written consent. 10. Good Faith. Each party represents and warrants to the other that such party has acted in good faith, and agrees to continue to so act, in the negotiation, execution, delivery, performance, and any termination of this Agreement. Customer warrants that everything it gives Agency to use in fulfillment of services is legally owned or licensed to Customer. Customer agrees to indemnify and hold Agency harmless from any and all claims brought by any third party relating to any aspect of the services, creative or other content, including, but without limitation, any and all demands, liabilities, losses, costs and claims. Our normal business hours are 8-5 ET Monday through Friday. We do offer email support with non-immediate guarantee on reply in off hours and weekends. Our goal is service to clients while offering team a balance in life. Work needing to be done outside normal business hours by Agency reserves the right to bill at time and a half of regular hourly rate.

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Signature

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Date



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**COMMUNITY DEVELOPMENT BLOCK GRANT  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 533-9370 • Fax (574) 533-8626 • TDD (574) 534-3185  
theresacummings@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety  
FROM: Theresa Cummings, Community Development Specialist  
DATE: September 12, 2022  
RE: Approval of 2022 Community Development Block Grant (CDBG) Agreements

Please approve the following CDBG agreements for Program Year 2022, and authorize the Mayor to sign the agreements:

Planning Grant (for neighborhood outreach):

Lacasa, Inc. \$7,000

Public Service Grants:

Boys and Girls Clubs of Elkhart County – Goshen Club	\$6,855
Council on Aging of Elkhart County	\$5,140
Elkhart County Clubhouse	\$4,160
Goshen Interfaith Hospitality Network	\$11,750
Maple City Health Care Center, Inc.	\$5,385
Walnut Hill Early Childhood Center	\$13,710

**Planning & Public Service Grants Total \$54,000**

The public service grants will be used to fund access to early childhood education, daily nutrition programs, mental health support, senior transportation, and primary healthcare.

A sample public service agreement is attached.

**Suggested motion: To approve the CDBG agreements for Planning and Public Services for the Program Year 2022, and authorize the Mayor to sign the grant Agreements.**

CITY OF GOSHEN - COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
Program Year 2022: July 1, 2022 – June 30, 2023  
Public Service Sub-Recipient Agreement  
Boys & Girls Clubs of Elkhart County – Goshen Club

This Agreement is entered into as of the 12th day of September, 2022 between the City of Goshen (herein called the “City”) and the Boys & Girls Clubs of Elkhart County – Goshen Club (herein called the “Sub-recipient”) an Indiana Not-For-Profit Corporation, for the contract period July 1, 2022 through June 30, 2023.

WHEREAS, the City has entered into an Agreement with the United States Department of Housing and Urban Development (HUD) for a Community Development Block Grant (CDBG) under Title I of the Housing and Community Development Act of 1974, as Amended, and;

WHEREAS, said Agreement with HUD provides for the grant of funds to the City for projects and activities principally benefiting persons of low and moderate income, and;

WHEREAS, Sub-recipient desires to carry out a project or program, described in the Scope of Services section of this document, principally for the benefit of low- and moderate-income residents of the City of Goshen and;

WHEREAS, Sub-recipient has requested the assistance of the City, through the Community Development Block Grant Program, in order to carry out the proposed program.

NOW, THEREFORE, Sub-recipient and the City agree as follows:

1. SCOPE OF SERVICES

- A. Sub-recipient agrees that CDBG funds will be used to fund the Daily Nutrition Program, providing nutritionally balanced food, available to all Club members, as outlined in the Public Services Grant Application. The project will be carried out as described in the proposed project details and budget from the application form, a copy of which is attached as Attachment A, which is hereby made a part of this Agreement.
- B. Sub-recipient certifies that the Daily Nutrition Program carried out under this Agreement will meet the LMC, Nature/Location (Low/Moderate Income Limited Clientele, Nature/Location) National Objective.
- C. Sub-recipient agrees that it shall comply with applicable laws and regulations including, but not limited to, those listed in Attachment B, which is hereby made a part of this Agreement.
- D. Sub-recipient agrees that it shall provide a written quarterly report within five days of the end of each quarter or with each payment request within a quarter, and a final written report with the request for final grant payment, or no later than the deadline for final claim submittal if unexpended funds remain. Using the form provided, the report shall detail how funds were used, matching funds used, number and details of project beneficiaries, and any other requested information. A sample form is provided in Attachment C, which is hereby made a part of this Agreement.
- E. The City agrees, on submission of proper reports, claims and verification of costs that it shall reimburse Sub-recipient for up to Six Thousand Eight Hundred and Fifty-five Dollars (\$6,855.00). The City shall have no obligation to reimburse Sub-recipient for any costs incurred in violation of any provision of this Agreement or any applicable law, ordinance or regulation. Claims will be processed per the City's weekly payment procedures for CDBG claims, provided in Attachment D, which is hereby made a part of this Agreement.
- F. All claims for reimbursement under this Agreement shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 8, 2023, so that all claims can be paid within the contract year.

## 2. AUDIT COMPLIANCE

The Sub-recipient shall provide the amount of federal funds expended in the Sub-recipient's fiscal year, as requested by the City. If the Sub-recipient expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.

## 3. TERMINATION FOR CONVENIENCE

Sub-recipient may terminate this Agreement as to any funds not disbursed by providing notice to the City, however, Sub-recipient's service and reporting requirements shall continue. The notice of termination shall specify the reason for the termination of Agreement and the date when the Agreement shall be terminated. If the Sub-recipient chooses to terminate this Agreement after part of the funds have been drawn, the Sub-recipient must continue to comply with all other parts of this Agreement.

## 4. TERMINATION FOR NONCOMPLIANCE

If the City determines Sub-recipient is in noncompliance with this Agreement the City may take the following corrective actions: temporarily withhold cash payments, disallow all or part of the activity or action in noncompliance, wholly or partly suspend or terminate the current award, withhold further awards, or take other remedies that may be legally available. If Sub-recipient is found to be in noncompliance the City will provide a time and place for a hearing with the Sub-recipient at which time the Sub-recipient may appeal its suspension. The Sub-recipient must request in writing a hearing for noncompliance. Costs incurred by the Sub-recipient during suspension or following termination of an award are not allowable unless the City expressly authorizes them in the notice of suspension or termination. Other Sub-recipient costs during suspension or following termination which are necessary and not reasonably avoidable are allowed if, and, in the case of a termination, are non-cancelable, the costs result from obligations which were properly incurred by the Sub-recipient before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancelable, and, the costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect. Notice of suspension or termination shall be given by the City to the Sub-recipient in writing. The Sub-recipient shall have the right to appeal the suspension or termination in writing and must do so within 15 days of notice from the City.

## 5. EQUIPMENT

In the event that any funds provided under this Agreement are used for the purchase of equipment, Sub-recipient shall comply with applicable federal regulations with regard to the disposition of such equipment when it is no longer needed for the program per 2 CFR Part 200. Unless federal rules require otherwise, it is hereby agreed that the City's percentage interest in equipment shall be the amount of funds provided by the City divided by the total cost of the equipment incurred over the term of this Agreement.

## 6. PROVISIONS IN CASE OF DEFAULT

Sub-recipient's obligations under this Agreement shall be extended for an additional year in the event Sub-recipient fails to provide evidence in reports provided for in paragraph 1.D that the Sub-recipient's programs are of benefit principally to low- and moderate-income residents of the City of Goshen. In the event that the Sub-recipient fails to provide such evidence for a period of two years, Sub-recipient shall be in default of this Agreement. The Sub-recipient shall reimburse the City in an amount equal to the funds provided.

## 7. RECORDS

Sub-recipient shall maintain records adequate to identify and account for all costs pertaining to this Agreement and such other records as may be required by statute, rule or regulation. These records shall be maintained for a period of four (4) years after project completion and shall be made available to the City and authorized federal agencies.

8. NOTICES

Notices will be considered sufficient if sent by certified mail or delivered in person to:

City:  
CDBG Administrator  
City of Goshen  
204 E Jefferson, Suite 4  
Goshen, IN 46528

Sub-recipient:  
Kevin Deary, President & CEO  
Boys and Girls Clubs of Elkhart County  
306 Crescent St, PO Box 614  
Goshen, IN 46527-0614

Executed as of the date first written above.

CITY OF GOSHEN

by: \_\_\_\_\_  
Jeremy Stutsman, Mayor

by: \_\_\_\_\_  
Kevin Deary, President & CEO

## ATTACHMENT A: GRANT APPLICATION PROJECT DETAILS

1. Briefly describe the proposed project to receive CDBG funds. Include the need or problem to be addressed, the population (or area) to be served, a description of the work, including who will carry it out, and the proposed schedule of work, including the proposed timing of requests for CDBG funds.

The Boys & Girls Club is a full-service youth development agency providing programs in 5 core areas:

- Health & Life Skills
- Education & Career Development
- Character & Leadership Development
- The Arts
- Sports, Fitness, & Recreation

In addition to these five core areas, a variety of activities for children 6 – 18 years old are provided daily. The Club provides a fun atmosphere in which to learn and grow and gives members, most of whom come from low-income families, the opportunity to enjoy field trips and activities their families might not otherwise be able to afford. The kitchen has the capacity to serve 130 members at a time. During the summer months and on school recesses it is used for breakfast, snack, and lunch service while during the school year only dinner and snack, as needed, are served. The space has allowed for learning opportunities in the culinary arts as well as opening the space during non-mealtime for other program activities. The education wing includes a library, computer lab, STEAM room, and space for homework assistance and tutoring. After school attendance during 2019 averaged over 300 members per day with a building capacity to support 400 members. During the fall of 2020, when Goshen Community School had returned to in person classes, the Boys & Girls Club limited the number of youth who could attend each day in order to safely implement CDC recommendations. As such the average daily attendance dropped to 94 during the fall of 2020. For the 2021-22 school year many of the COVID related restrictions were eased and the Boys & Girls Club of Goshen has seen an increase in afterschool attendance. Through the fall of 2021 the program served an average of 151 youth each afternoon. During fall break and any time that Goshen Community Schools elects to have an e-Learning Day due to increased teacher and student outages due to illness the Boys & Girls Club is open to members to provide learning support as well as provide meals.

The Club's academic assistance programs are among the most important, as academic success is often a deciding factor for whether children are able to complete and further their education and successfully enter the workforce as adults. Studies show, and our organization has come to experience first-hand, that children are better able to concentrate on their studies when not dealing with the issue of hunger.

Each snack and meal consists of whole grains, protein, vegetables and/or fruits, and dairy products as are appropriate. On days when dinner is served, the meal is available for all youth in the building during the 90 minute – 2 hour serving time. The same is true when snacks are served. The goal of the meal program is to make sure that all children and youth attending Boys & Girls Club have access to healthy snacks and meals. These snacks and meals are always provided to Club members at no cost. The purchase of the food, the preparation, and the serving is done by Boys & Girl Club staff who are trained and certified by the Indiana Department of Education and the Elkhart County Health Department.

The majority of Club members benefiting from the Daily Nutrition Program reside in low/moderate income households. The snacks and meals made available often provide a significant portion of the child's total daily nutrition.



2. Complete the line-item budget for the proposed project and provide details on how reimbursed costs will be calculated.

Item Description	Total Amount	CDBG Funds	Other Funds
a. Food	\$60,000	\$7,500	\$52,500
b. non-food	\$4,000		4,000
c. Operational Labor	\$33,425		\$33,425
d. Program Administration	\$2,620.63		\$2,620.63
e. General Overhead	11,000		11,000
f.			
<b>TOTALS</b>	<b>\$111,045.63</b>	<b>\$7,500</b>	<b>\$103,545.63</b>

a. Food – cost is estimated from a historical average of food purchases over the last few years. Adjustments have been made to account for rising food prices and anticipated attendance as we recover from the pandemic.

b. non-food (serving supplies) – same as above.

c. Operational Labor –

1. Food Program Manager – 40hrs/wk x 35 wks x \$17/hr = \$23,800
2. Food Program Assistant (1) 25 hrs/wk x 35 wks x \$11/hr = \$9,625

d. Program Administration

1. Area Director – 1 hour/week x 35 weeks x \$31.25/hr = \$1,093.75
2. Grant Program Supervisor – 2.5 hours/wk x 35 weeks x \$17.45/hr = \$1,528.88

e. General Overhead – cost based estimate including custodial, utilities, and insurance based on the size of the café/kitchen in relation to the building as a whole.

3. List the source and amount of other sources of funding, including matching funds and in-kind contributions, expected to be used to support this project. For in-kind contributions, such as volunteer labor, please include the number of hours and dollar value (\$10 per hour) of the volunteer hours.

Other revenue sources include:

- Indiana Department of Education's Child and Adult Care Food Program (CACFP) and Summer Food Service Program (SFSP). Support is anticipated to be \$60,000 in 2022.
- Goshen Noon Kiwanis \$5,000.
- If additional funds are needed the Boys & Girls Clubs will draw from their Annual Fundraising campaign and special events income.

4. Describe how the project will meet one or more of the following objectives: Suitable Living Environment; Decent Affordable Housing; or Creating Economic Opportunities (see attached Outcome Performance Measurement information sheet).

The Daily Nutrition Program comes under the objective: Suitable Living Environment, by addressing the issue of hunger and nutrition in the daily living environment of boys and girls who are members of the Boys & Girls Clubs of Elkhart County – Goshen Unit. We have long known that for some of our members the food provided by the club is the only nourishment they receive outside their daily school lunch. Even when food is offered in the homes of these members, it is often the processed of pre-packed food typically found in neighborhood convenience stores. When children are not distracted by hunger issues, they are more able to concentrate on their academic efforts and other life-enhancing programs offered by the Club.



ATTACHMENT B

Standard Contract Attachments

I. Administrative Requirements

II. Personnel and Participant Conditions

III. Environmental Conditions

## **I. Administrative Requirements**

### **A. Financial Management**

#### **1. Accounting Standards**

The Sub-recipient agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

#### **2. Cost Principles**

The Sub-recipient shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### **B. Documentation and Record Keeping**

#### **1. Records to be Maintained**

The Sub-recipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

#### **2. Retention**

The Sub-recipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

#### **3. Client Data**

The Sub-recipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

#### **4. Disclosure**

The Sub-recipient understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Sub-recipient's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

#### **5. Close-Outs**

The Sub-recipient's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Sub-recipient has control over CDBG funds, including program income.

6. Audits and Inspections

All Sub-recipient records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Sub-recipient within 30 days after receipt by the Sub-recipient. Failure of the Sub-recipient to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Sub-recipient hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Sub-recipient audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Program Income

The Sub-recipient shall report on a monthly basis all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Sub-recipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Sub-recipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the US Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Sub-recipient will develop an indirect cost allocation plan for determining the appropriate Sub-recipient's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Sub-recipient funds available under this contract, based upon information submitted by the Sub-recipient and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Sub-recipient, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Sub-recipient accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Sub-recipient.

D. Procurement

1. Compliance

The Sub-recipient shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provide herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this Agreement.

2. OMB Standards

Unless specified otherwise within this Agreement, the Sub-recipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

3. Travel

The Sub-recipient shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

**II. Personnel and Participant Conditions**

A. Civil Rights

1. Compliance

The Sub-recipient agrees to comply with all local and State of Indiana civil rights ordinances and with

Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Sub-recipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Sub-recipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Sub-recipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Sub-recipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Sub-recipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The Sub-recipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Sub-recipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The Sub-recipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The Sub-recipient will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the Sub-recipient’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Sub-recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Sub-recipient, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The Sub-recipient will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The Sub-recipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Sub-recipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Sub-recipient agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The Sub-recipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Sub-recipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Sub-recipient of its obligation, if any, to require payment of the higher wage. The Sub-recipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Sub-recipient and any of the Sub-recipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Sub-recipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Sub-recipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Sub-recipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Sub-recipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The Sub-recipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The Sub-recipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Sub-recipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Sub-recipient shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Sub-recipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The Sub-recipient shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The Sub-recipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The Sub-recipient shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.



d) Selection Process

The Sub-recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Sub-recipient agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The Sub-recipient agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

- a) The Sub-recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b) No employee, officer or agent of the Sub-recipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Sub-recipient, the City, or any designated public agency.

5. Lobbying

The Sub-recipient hereby certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:
- d) Lobbying Certification:  
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more

than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Sub-recipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**III. Environmental Conditions**

A. Air and Water

The Sub-recipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Sub-recipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Sub-recipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Sub-recipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

ATTACHMENT C: SAMPLE REPORT FORM

QUARTERLY/FINAL REPORT  
CITY OF GOSHEN  
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM  
Program Year 2022: July 1, 2022 through June 30, 2023  
Report Due with Each Claim Submitted or a Minimum of  
October 6, 2022, January 5, 2023, April 6, 2023, and June 8, 2023  
Final Report Due with Claim for final payment

Organization: \_\_\_\_\_

Date of Report: \_\_\_\_\_

For Period: \_\_\_\_\_

Submitted by (Print name with title): \_\_\_\_\_

Signature: \_\_\_\_\_

CDBG Claim Amount: \_\_\_\_\_

Briefly describe project activities/accomplishments in reporting period: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Matching Funds and In-kind Contributions used with CDBG Grant (**amount and source**): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Total number of beneficiaries:** \_\_\_\_\_

Number of beneficiaries by race:

White (11): \_\_\_\_\_

Number of beneficiaries by Hispanic Origin: \_\_\_\_\_

Black/African American (12): \_\_\_\_\_

Asian (13): \_\_\_\_\_

American Indian (14): \_\_\_\_\_

Multi-Racial (20) \_\_\_\_\_

Other (please specify): \_\_\_\_\_

*Nature/Location Activities report all beneficiaries in the 51-80% Category, unless specific information has been obtained, per IDIS for CDBG Entitlement Communities Manual, Chapter 11.*

Individuals with income ≤ 30% of median: \_\_\_\_\_

Individuals with income between 31% and 50% of median: \_\_\_\_\_

**Individuals with income between 51% and 80% of median:** \_\_\_\_\_

Individuals with income more than 80% of median: \_\_\_\_\_

ATTACHMENT D

City of Goshen Weekly Payment Procedures for CDBG Claims  
**Updated/Effective December 8, 2014**  
**Changes in Bold**

<b>Thursday NOON</b>	Deadline to submit claims to CDBG Administrator for <b>processing</b> the following week
<b>Friday</b>	<b>CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received</b>
<b>Monday (Week 1)</b>	<b>CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)</b>
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 5pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
<b>Monday (Week 2)</b>	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

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

DATE: September 9, 2022

---

Abonmarche 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 Wednesday, September 14<sup>th</sup> through December 30<sup>th</sup>. The proposed detour route is shown on the attached exhibit.

**Requested Motion: Approve the closure of College Avenue east of Century Drive from September 14<sup>th</sup> through December 30<sup>th</sup>.**

**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







**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **INDIANA AVENUE BRIDGE CLOSURE FOR INSPECTION**

DATE: September 12, 2022

---

Elkhart County Highway will be inspecting the Indiana Avenue bridge over the Elkhart River on Tuesday, September 20, 2022. The inspection will require a lift which will require closing the bridge, and is expected to be completed in one day. Traffic will be diverted at Chicago Avenue & River Avenue.

**Requested Motion: Approve closure at the Indiana Avenue bridge on Tuesday, September 20, 2022, for Elkhart Co. to do its routine inspection.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

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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:** Goshen Engineering Department

**RE:** JOHNSTON STREET CLOSURE AT 282 JOHNSTON STREET (JN: 2019-2038)

**DATE:** September 12, 2022

---

Ritschard Bros. requests the closure of Johnston Street, just west of Woodbridge Ct, from September 19 to September 23, 2022. The street will be closed in order to install a new sewer tap for the Green Oaks Assisted Living site development.

Wilden Avenue is expected to re-open to traffic west of Main Street before the Johnston Street closure. In the event that West Wilden Avenue remains closed past Monday, September 19, Ritschard Bros. will delay their requested closure to September 26 to September 30, 2022.

Traffic will be detoured via Main Street to CR 26 to CR 21.

**Requested motion: Move to approve closure of Johnston Street, just west of Woodbridge Ct, from September 19 to September 23, 2022, with alternate closure dates of September 26 to September 30, 2022.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Barb Swartley, Member

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Michael Landis, Member



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR ROAD CLOSURE  
WILDEN AVENUE RECONSTRUCTION (JN: 2014-0035)**

DATE: September 9, 2022

---

Rieth-Riley has notified the engineering department of a requested road closure for work associated with the Wilden Avenue Reconstruction Project. They have requested Wilden Avenue from east of Main St (SR 15) to and including the intersection with 5<sup>th</sup> St be closed to traffic from Wednesday, September 14<sup>th</sup> through November 11<sup>th</sup>. The proposed detour route is shown on the attached exhibit.

**Requested Motion: Approve the closure of Wilden Avenue from east of Main St (SR 15) to and including the intersection with 5th St from Wednesday, September 14th through November 11th.**

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

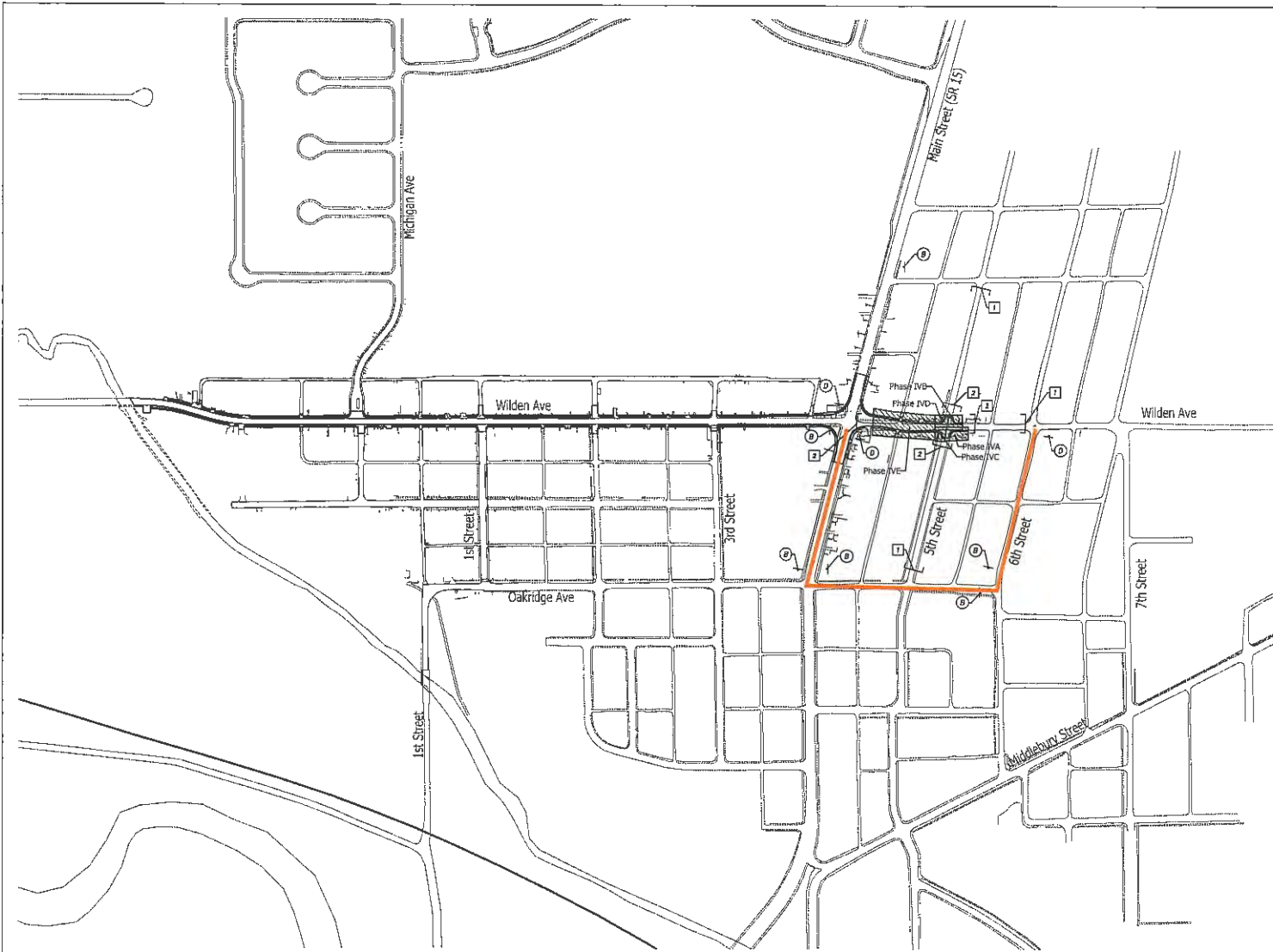
\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
DeWayne Riouse, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member

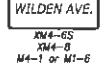
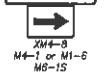


\*Detour route marker assemblies shall be in accordance with Std. Dwg. 801-TDD7-03

\*Type B construction warning lights shall be used with all sign located on barricades. Type A construction warning lights shall be used on all other construction signs.

\*Main Street shall remain open at all times

**Legend**



- Phase IV Construction Zone
- 1 Road Closure Sign Assembly w/ Type III-B Barricade (12 HL) and R11-4 and M4-10 (L or R)
  - 2 Road Closure Sign Assembly w/ Type III-A Barricade (24 IR) and R11-2

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**ABONMARCHE**

210 W. Jefferson Blvd  
South Wood Dale, IL 60591  
630.322.2200  
630.322.6440  
abonmarc@ic.com

Benton Harbor, MI  
Cedar Rapids, IA  
Hobart, IN  
Muncie, IN

Perkins, South Bend, IN  
North Haven, CT  
Vincennes, IN

www.abonmarc.com Engineering Architecture Construction



RECOMMENDED FOR APPROVAL: *C.S.K.* DATE: 12-16-2021

DESIGN ENGINEER

DESIGNER: C.A.K.	DRAWN: C.A.K.
CHECKED: D.S.K.	CHECKED: D.S.K.

INDIANA DEPARTMENT OF TRANSPORTATION

**MAINTENANCE OF TRAFFIC PHASE IV TRAFFIC CONTROL**

HORIZONTAL SCALE	BRIDGE FILE
1"=200'	N/A
VERTICAL SCALE	DESIGNATION
	1400215
SURVEY BOOK	SHEETS
ELECTRIC	20 OF 125
CONTRACT	PROJECT
R-37642	1400715



**Engineering Department  
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **INDIANA AVENUE – CURB REPLACEMENT – SIGNATURE AUTHORIZATION  
(JN: 2020-2010)**

DATE: September 9, 2022

---

The developer of the Indiana Avenue Apartment Complex has work they are performing within the City's public right-of-way that includes concrete curb, sidewalk, and asphalt replacement. At the defined construction limits, the City has identified infrastructure that needs replacement. Because the City does not have a contract with the developer's contractor(s), quotes have been solicited to perform the additional work.

For the 17' of additional concrete curb along Indiana Avenue, three quotes were solicited, and Niblock Excavating provided the lowest quoted cost at \$4,308.00.

For the four 10' sidewalk panels along Indiana Avenue, three quotes were solicited, and Ancon Construction provided the lowest quoted cost at \$6,930.00.

Goshen Engineering is requesting the Board's authorization to retain these contractors to perform the identified replacements under the City's small purchase policy and authorize Dustin Sailor, Director of Public Works, to sign the quotes authorizing the contractors to proceed.

**Requested Motion:** Move to approve a small purchase with Niblock Excavating for curb in the amount of \$4,308.00, and move to approve a small purchase with Ancon Consturction for sidewalk replacement in the amount of \$6,930.00. Additionally, I move to authorize the Director of Public Works to sign the contactor's quote to complete the work.

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mike Landis, Board Member

\_\_\_\_\_  
Mary Nichols, Board Member

\_\_\_\_\_  
Barb Swartley, Board Member

\_\_\_\_\_  
Dewayne Riouse, Board Member



STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** City of Goshen Stormwater Board

**FROM:** Stormwater Department

**RE:** **POST-CONSTRUCTION PLAN APPROVAL  
KIBBY EXCAVATING GRAVEL SHIP YARD (JN: 2018-2026)**

**DATE:** September 12, 2022

---

The developer of Kibby Excavating Gravel Ship Yard, affecting one (1) or more acres of land and located at 3550 Corrie Drive, 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 Kibby Excavating Gravel Ship Yard as it has been found to meet the requirements of City Ordinance 4329.**

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STORMWATER DEPARTMENT  
CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

**TO:** City of Goshen Stormwater Board  
**FROM:** Stormwater Department  
**RE:** **POST-CONSTRUCTION PLAN APPROVAL  
MENARD, INC. REMODEL (JN: 2016-2018 AND 2019-2032)**  
**DATE:** September 12, 2022

---

The developer of Menard, Inc. Remodel, affecting one (1) or more acres of land and located at 1925 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 Menard, Inc. Remodel as it has been found to meet the requirements of City Ordinance 4329.**

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**ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY**

**NOTICE OF CONTINUED HEARING**

July 22, 2022

Samuel Ascencio  
64848 McIntosh Lane  
Goshen, IN 46526

Glenda Ascencio  
64848 McIntosh Lane  
Goshen, IN 46526

RE: 110 S. 7<sup>th</sup> Street

The hearing scheduled for August 29, 2022 will be continued until **September 12, 2022 at 2:00 p.m.** for the purpose of determining further compliance. The hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.



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

Order of the City of Goshen Board of Public Works and Safety and Notice of  
Continue Hearing regarding the Premises located at 110 S. Seventh Street

July 7, 2022

To: Samuel Ascencio  
64848 McIntosh Lane  
Goshen, IN 46526

Glenda Ascencio  
64848 McIntosh Lane  
Goshen, IN 46526

RE: Premises at 110 S 7<sup>th</sup> Street, Goshen, Indiana


This Order is being served on you as a person holding a substantial property interest in the real estate at 110 S. 7th Street, Goshen, Indiana. A hearing was held before the City of Goshen Board of Public Works and Safety on June 27, 2022 to review compliance with the May 24, 2022, Order of the City of Goshen Building Commissioner. The City of Goshen Building Department appears by Myron Grise, Building Commissioner, Dewayne Metzger also appears.

The Board of Public Works and Safety affirms the findings of the Order of the City of Goshen Building Commissioner and finds the conditions found at the premises located at 110 S. 7th Street, do not meet the standards of the Neighborhood Preservation Ordinance. The Board agreed to continue this matter until **August 29, 2022** for you to take necessary action to remedy the unsafe condition of the roof at the premises.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building and/or premises, you must also supply City of Goshen Building Commissioner, Myron Grise with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 537-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Board of Public Works and Safety is issued on July 11, 2022

City of Goshen Board of Public Works and Safety

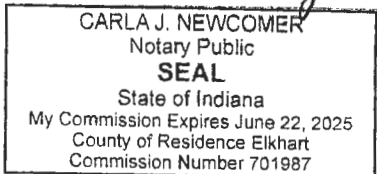
  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA            )  
  )  
COUNTY OF ELKHART        )

Before me, the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor and acknowledged the execution of the foregoing Order on July 11, 2022.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

My commission expires: June 22, 2025      Carla Newcomer  
Printed: Carla J. Newcomer  
Resident of Elkhart County, Indiana



This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, 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).