



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., Sept. 19, 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 Deputy Mayor Mark Brinson (designated as presiding in the absence of Mayor Jeremy Stutsman per the Mayor's Executive Order 2022-04)

Approval of Minutes: Sept. 12, 2022

Approval of Agenda

- 1) Police Department:** Approve the hiring of William Miller as a Patrol Officer, retroactive to Sept. 12, 2022
- 2) Police Department:** Approve the promotion of Adriana Fernandez #212 from Probationary Patrol Officer to Patrol Officer, effective Sept. 20, 2022
- 3) Police Department:** Approve the promotion of Aaron D. Johnson #191 from Patrol Officer to Sergeant, effective Sept. 16, 2022
- 4) Police Department:** Approve the promotion of Brian K. Abshire from Patrol Officer to Detective, retroactive to Sept. 16, 2022
- 5) Police Department:** Approve the promotion of Curtis J. Weldy #162 from Lieutenant to Captain, effective Sept. 16, 2022
- 6) Police Department:** Presentation of Life saving Award to Officer Paige Hershberger #209
- 7) St. John The Evangelist Catholic Church request:** Approve the partial closure of 3rd Street on Sept. 24, 2022 for the church's annual parish fall festival
- 8) Legal Department:** Approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364



9) Legal Department: City leaf storage agreement with Ozinga Ready Mix Concrete, Inc.

10) Legal Department: Agreement with Eaton Corporation for Reconditioning of breakers for the wastewater treatment plant at a cost of \$66,560, plus shipping costs

11) Engineering Department: Approve lane restrictions on Greene Road, High Street, Alley 256, West Avenue and Indiana Avenue, Sept. 20 through Sept. 29, 2022, for the installation of fiber conduit

12) Halloween information item: Mayor Stutsman has recommend that the trick-or-treating hours for 2022 be 5:30-8 p.m. on Oct. 29

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE SEPTEMBER 12, 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 Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: Mike Landis

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. 29, 2022 regular meeting. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with two added items: *12A) Engineering Department: Approve Change Order No. 2 with HRP Construction for \$70,626.92 for Crossing Subdivision Project* and *12B) Blue Knights IN VIII Law Enforcement Motorcycle Club request: Approve new date for Riding to Remember Police, Firefighter and Veteran Charity Ride.* Board member Nichols moved to approve the agenda as suggested and Board member Riouse seconded the motion. Motion passed 4-0.

1) Police Department: Conditional Offer of Employment to Matthew Tyler Whelchel

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to extend a conditional offer of employment to **Matthew Tyler Whelchel** as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Whelchel.

In a memorandum to the Board, **Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, wrote that the agreement sets forth the conditions that **Matthew Tyler Whelchel** 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, Whelchel 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.

Nichols/Riouse moved to extend a conditional offer of employment to **Matthew Tyler Whelchel** as a probationary patrol officer and to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Whelchel. Motion passed 4-0.

2) Hispanic Heritage Month Celebration request for street closures, street barriers and a police officer presence on Sept. 17, 2022

Adriana Bontrager, representing Community Pro Education, asked the Board to approve a series of requests for the Hispanic Heritage Month Celebration, Sept. 17, 2022.



Community-Pro Education and the City of Goshen will sponsor the 2nd annual Hispanic Heritage Month Celebration on Saturday, Sept. 17, 2022 in downtown Goshen from 1 p.m. to 11 p.m.

Bontrager requested closure of Jefferson Street from 3rd Street to the north/south alley on the east side of Main Street and the closure of Main Street, from Washington Street south to Madison Street; street barriers at East Washington Street and Main Street, Madison and Main streets, and Jefferson Street and South 3rd Street and Jefferson to alley after the bubble, from 8 a.m. to midnight; and for a police presence on Main to Lincoln streets and Madison and Main streets from 3 p.m. to 11 p.m. as well as trash collection services.

Last year's event brought more than 4,000 individuals and families to downtown Goshen and more than 5,000 people are expected to attend this year's celebration. It is envisioned that there will be more attendees this year because the festival will be larger in scope with more food vendors, musical groups and vendors. Hispanic Heritage Month is celebrated yearly from Sept. 15 to Oct. 15 and commemorates the history, heritage, and contributions of the ancestors of U.S. residents from Mexico, Spain, the Caribbean, and Central and South America.

Mayor Stutsman asked that the street barricades be kept inside crosswalks so that they stay open. He added that the Police Department will provide the best support possible under the circumstances.

Goshen City Councilor Gilberto Pérez, who is on the event planning committee, said Community Pro Education has been in contact with the Police Department. He said organizers will contract with off-duty officers to provide support and will have outside security. Pérez said the groups hope two officers will be present from 5-11 p.m.

Nichols/Riouse moved to approve the requests for the Hispanic Heritage Month Celebration, Sept. 17, 2022, including closure of Jefferson Street from 3rd Street to the north/south alley on the east side of Main Street and the closure of Main Street, from Washington Street south to Madison Street; street barriers at East Washington Street and Main Street, Madison and Main streets, and Jefferson Street and South 3rd Street and Jefferson to alley after the bubble, from 8 a.m. to midnight; and for trash service. Motion passed 4-0.

3) Organization requests: Requests related to the Haunted Half Marathon, Terrible 10K, Frightening 5K and Monster Mile on Oct. 29 at Abshire Park

Paula Turk of Stone Soup Promotions and the race director, asked the Board to approve partial closure of a street crossing for the Haunted Half Marathon, Terrible 10K, Frightening 5K and Monster Mile on Saturday, Oct. 29, 2022 at Abshire Park.

Turk said the event has been held for the past 10 years and previously was held at LoveWay Therapeutic Riding Center and Bonneyville Mill County Park. She said the event quickly outgrew LoveWay and moved to Bonneyville Mill, where it has been held for 10 years. Proceeds benefit the Elkhart County Down Syndrome Support Group. **Turk** said volunteers will be positioned at the road crossings and she has requested help from Elkhart County, which has supported this race for the last 10 years, on the four crossings with cars. In addition, full-size traffic barricades signs will be placed about 60 yards from the crossing, along with cones on both sides to alert motorists.

Turk requested permission for the partial closure of Lincoln Avenue at the start of the race, from 8:30-8:45 a.m., on Oct. 29. She said she otherwise didn't need any City services.

There was some discussion by Board members about possible approvals, but none were ultimately needed.

Nichols/Riouse moved to approve allowing crossing guards to partial close a portion of Lincoln Avenue at the start of the race, from 8:30-8:45 a.m., on Oct. 29. Motion passed 4-0.



4) Fairfield School Corporation request: Variance for sewer tap in accordance with Sewer Ordinance 4333, Section 3.03 (M)

City Director of Public Works & Utilities Dustin Sailor asked the Board permission to add Fairfield High School's planned 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.

School officials said Fairfield is in the process of constructing new recreational facilities that will include athletic locker rooms and a concession stand. A sanitary sewer line was run to the school's campus in 2004 under a Water and Sewer Agreement, recorded in the County Recorder's office as Record NO. 2004-04789.

Officials added that Fairfield 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.

In response to a question from **Mayor Stutsman**, Sailor said the City supports the request. **City Attorney Bodie Stegelmann** suggested that approval be granted based on the conditions outlined in a letter provided by the Fairfield School Corporation and included in the Board's meeting packet.

Nichols/Riouse moved to approve the addition of the high school's planned team rooms and concession stand building to the sewer collection system as an accessory/subordinate structure with the conditions outlined in the letter by the Fairfield School Corporation. Motion passed 4-0.

5) Resident request: Raul Mata Gomez and Araceli Guzman Gomez request for driveway expansion at 901 Lynwood Drive

Lisbeth Ochoa, on behalf of her father, **Raul Mata Ochoa (who was also present)**, asked the Board to 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..

In a letter to the Board, **Lisbeth Ochoa** 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 were included in the Board's agenda packet.

On Aug. 18, 2022, **Rossa Deegan, Assistant Zoning Administrator**, notified Raul Mata Ochoa and Araceli Guzman Gomez by mail (copy attached to the agenda packet) 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 are 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."



In brief remarks, Deegan affirmed the City's position. City Director of Public Works & Utilities Dustin Sailor said he had no comments on the request.

Nichols/Riouse moved to retroactively approve the request to allow a 29-foot-wide driveway 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. Motion passed 4-0.

6) Legal Department: Agreement with Digital Hill Multimedia for development and maintenance of City of Goshen's website

Carla Newcomer, a paralegal with the City Legal Department, asked the Board to approve and authorize the Mayor to execute the agreement with Digital Hill Multimedia, Inc. of 229 South Main St. in Goshen, for the development and maintenance of the City of Goshen's website.

Newcomer said Digital Hill Multimedia, Inc. will be paid a lump sum cost of \$22,155.00 for the development of the website, a monthly security review in the amount of \$99 per month and a yearly maintenance fee of \$723.

According to the agreement, the City will compensate Digital Hill the sum of \$22,155.00 for website development in the following lump sums:

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

The City will pay Digital Hill for Website Monthly Security Review-Tier 2 in the amount of \$99 per month.

In addition, the City will compensate Digital Hill the sum of \$723.00 yearly for service renewals for performing website maintenance as follows:

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

Mayor Stutsman said City Communications Coordinator Sharon Hernandez was present and has been working on the agreement and could answer any questions from the Board. There were none.

Nichols/Riouse moved to approve and authorize the Mayor to execute the agreement with Digital Hill Multimedia, Inc. for the development and maintenance of the City's website (at a lump sum cost of \$22,155.00 for the development of the website, a monthly security review in the amount of \$99 per month and a yearly maintenance fee of \$723). Motion passed 4-0.



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

Theresa Cummings, the City's Community Development Specialist, asked the Board to approve the Community Development Block Grant agreements for Planning and Public Services for the Program Year 2022, and authorize the Mayor to sign the grant agreements.

Cummings asked the Board to approve the following 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

Cummings said 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 was attached to the agenda packet.

Nichols/Riouse moved to approve the Community Development Block Grant agreements for Planning and Public Services for the Program Year 2022, and authorize the Mayor to sign the grant agreements. Motion passed 4-0.

8) Engineering Department: Approve the closure of College Avenue, east of Century Drive, from Sept. 14 through Dec. 30, 2022

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of College Avenue, east of Century Drive, from Sept. 14 through Dec. 30, 2022.

Sailor said Abonmarche Consultants has notified the City Engineering Department of a requested road closure for work associated with the site development and infrastructure improvements along east College Avenue. The proposed detour route was shown on a map included in the agenda packet.

Nichols/Riouse moved to approve the closure of College Avenue, east of Century Drive, from Sept. 14 through Dec. 30, 2022. Motion passed 4-0.

9) Engineering Department: Approve the closure of the Indiana Avenue Bridge over the Elkhart River for a routine inspection on Sept. 20, 2022

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of the Indiana Avenue Bridge over the Elkhart River for a routine inspection by the Elkhart County Highway Department on Sept. 20, 2022. Sailor said 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 and River Avenue.

Nichols/Riouse moved to approve the closure of the Indiana Avenue Bridge over the Elkhart River for a routine inspection on Sept. 20, 2022. Motion passed 4-0.



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

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Johnston Street, west of Woodbridge Court, from Sept. 19 to Sept. 23 with alternate closure dates of Sept. 26 to Sept. 30, 2022.

Sailor said the street will be closed 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.

Sailor said in the event that West Wilden Avenue remains closed past Monday, Sept. 19, Ritschard Brothers will delay the requested closure to Sept. 26 to Sept. 30, 2022. He said traffic will be detoured via Main Street, Wilden Avenue and Michigan Avenue.

Sailor noted that before the meeting he distributed to the Board a revised memorandum requesting the Johnson Street closure to provide the corrected detour route (**EXHIBIT #1**).

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

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

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the closure of Wilden Avenue, from east of Main Street (SR 15) to and including the intersection with 5th Street, from Wednesday, Sept. 14 through Nov. 11, 2022. Rieth-Riley Construction Co. requested road closure for work associated with the Wilden Avenue Reconstruction Project. The proposed detour route was shown on a diagram attached to the agenda packet.

Nichols/Riouse moved to approve the closure of Wilden Avenue, from east of Main Street (SR 15) to and including the intersection with 5th Street, from Wednesday, Sept. 14 through Nov. 11, 2022. The motion passed 4-0.

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 contactor's quotes to complete the work

City Director of Public Works & Utilities Dustin Sailor asked the Board to 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 contactor's quotes to complete the work.

Sailor said the developer of the Indiana Avenue Apartment Complex has work it is 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.

Sailor said for the 17 feet of additional concrete curb along Indiana Avenue, three quotes were solicited, and Niblock Excavating provided the lowest quoted cost at \$4,308. For the four 10 feet of sidewalk panels along Indiana Avenue, three quotes were solicited, and Ancon Construction provided the lowest quoted cost at \$6,930.

Mayor Stutsman asked if the curb and sidewalk needed to be repaired as the result of construction damage. **Sailor** said the curb and sidewalk were damaged over time and eventually would have needed to be fixed.



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

12A) Engineering Department: Approve Change Order No. 2 with HRP Construction for \$70,626.92 for Crossing Subdivision Project

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve Change Order No. 2 with HRP Construction for \$70,626.92, adding two weeks to their substantial completion date, and adding four days to the completion date for the Crossing Subdivision Project.

This request was outlined in a memo Sailor presented to the Board before the meeting (EXHIBIT #2).

Sailor said HRP Construction is quickly approaching its completion point for this project. Several work items require changes that will add cost to the project. He said this additional work was being presented as a walk-in agenda item because the City received the requested amendment late Friday after the Board of Works submittal deadline and because some of the identified work needs to be initiated immediately to avoid delaying the contractor's progress.

Swale Grading: Grading started along the south side of the Crossing Subdivision, behind the homes, and was halted after staff saw the bank's slope and the top of the bank's proximity to the homes. As a corrective measure, the rough graded drainage swale behind the homes needs to be shallowed to decrease the swale's slope and to pull the swale's edge back from the patios. Since work on the swale had already begun, rework is necessary. The additional cost for the additional grading work is \$33,510.30.

Retention Basin Outlet Structure: The outlet structure, as designed, was going to be challenging to grade around and to keep debris from plugging the two-inch release orifice. Through the project, the City has worked with the contractor, and an alternate inlet and release structure has been developed. The additional cost for this structure is \$11,800.00

Screening Density: In working with the Villas of Park Meadows neighborhood association, to the east of the project, the screen, as required by the Plan Commission, will be made denser by reducing the distance between the Emerald Green Arborvitae from six feet to four feet. The change in separation requires the addition of 67 arborvitae to be added to the project. The additional cost for these plantings is \$25,316.62.

In addition to reimbursement for changes in work, **Sailor** said the contractor has requested two weeks be added to its intermediate completion date of Sept. 15, 2022, making the new intermediate completion date for seeding Sept. 30, 2022, and adding four (4) calendar days to the project making the new completion date Nov. 6, 2022. Goshen Engineering has records showing these requested days are justified.

Sailor said the total requested change order amount is \$70,626.92. Change Order No. 2, in addition to previous change orders, brings the total change order amount to \$72,565.85 and represents a 5.31-percent change to the contract. He said if approved, the new project cost will be \$1,438,656.08.

Mayor Stutsman asked about the planting of the arborvitae, noting that if planted too closely, some of the plants eventually die. He asked if planting at four feet distances would be safe. **Sailor** said he believed that would be safe.

Nichols/Riouse moved to approve Change Order No. 2 with HRP Construction for \$70,626.92, adding two weeks to their substantial completion date, and adding four days to their completion date for the Crossing Subdivision Project. Motion passed 4-0.



12B) Blue Knights IN VIII Law Enforcement Motorcycle Club request: Approve new date for Riding to Remember Police, Firefighter and Veteran Charity Ride

Goshen Police Officer Jim Ballard, chapter president of the Blue Knights IN VIII Law Enforcement Motorcycle Club, asked the Board to approve the requested street closures, traffic control and designated no parking areas for the 24th Annual Riding to Remember Police, Firefighter and Veteran Charity Ride, which has been rescheduled for Oct. 2, 2022.

On Aug. 22, 2022, the Board of Works approved street closures, traffic control and designated no parking areas for the 24th Annual Riding to Remember Police, Firefighter and Veteran Charity Ride on Sept. 11, 2022. However, **Officer Ballard** said weather and safety concerns prompted event organizers, to postpone Riding to Remember. Riding to Remember is a 72-mile police escorted ride with an estimated 800-1,000 motorcycles in attendance. The ride will enter Goshen from the south on State Road 15 (Main Street), turning east on 5th Street, transitioning north on 5th Street. The procession will stop at Lincoln Avenue where riders will park and dismount (30 minutes). The participants will walk to the area in front of Goshen Police Department for a memorial service (2:10 p.m.) that will last about 30 minutes. Upon conclusion of the memorial service, participants will re-mount their motorcycles (20 minutes) for the remainder of the event (3 p.m.). The ride will exit the City of Goshen travelling west on Lincoln Avenue, north on North 3rd Street.

Organizers requested: Traffic control for inbound participants at all intersections from the southern City limits to Lincoln Avenue on State Road 15 (Main Street); traffic control and a street closure (with NO PARKING signage) and motorcycle parking only on 5th Street north of East Madison Street to Lincoln Avenue, with motorcycles arriving about 1:40 p.m. and overflow parking on 5th Street, south of East Madison Street to Purl Street; traffic control and road closure (with NO PARKING signs) at the memorial venue (Goshen Police Department) on East Jefferson Street between South Main Street and 5th Street (100 block of east Jefferson Street); and for outbound participants, traffic control and road closure at all intersections leaving Goshen west on Lincoln Avenue and turning north on North 3rd Street (SR 15) until all riders exit the northern city limits.

Mayor Stutsman asked Street Commissioner David Gibbs if he was aware of the requests. Gibbs said he was.

Mayor Stutsman said he would be out of town on Oct. 2 and unable to attend the event, but hopes it goes well.

Officer Ballard said Board members were welcome to attend the event. He added that 800 riders have pre-registered for the event and same-day registration will be available on Oct. 2.

Nichols/Riouse moved to approve the requested street closures, traffic control and designated no parking areas for the 24th Annual Riding to Remember Police, Firefighter and Veteran Charity Ride, which has been rescheduled for Oct. 2, 2022, contingent on organizers working out any remaining details with the Police Department. Motion passed 4-0.

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



Stormwater Board members present: Mayor Jeremy Stutsman, Mary Nichols
Absent: Mike Landis

Mayor Stutsman convened the Stormwater Board meeting at 2:31 p.m. to consider the following items:

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

City Director of Public Works & Utilities Dustin Sailor asked the Board to 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. **Sailor** said 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."

Nichols/Stutsman moved to accept post-construction stormwater management plan for Kibby Excavating Gravel Ship Yard as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.

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

City Director of Public Works & Utilities Dustin Sailor asked the Board to accept the post-construction stormwater management plan for Menard, Inc. Remodel as it has been found to meet the requirements of City Ordinance 4329. **Sailor** said 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."

Nichols/Stutsman moved to accept post-construction stormwater management plan for Menard, Inc. Remodel as it has been found to meet the requirements of City Ordinance 4329. Motion passed 2-0.

With the Stormwater Board agenda items completed, Mayor Stutsman closed the Stormwater Board meeting at 2:33 p.m. and resumed the Board of Works & Safety meeting.

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

Mayor Stutsman opened Privilege of the Floor at 2:33 p.m.

There were no public comments, so Mayor Stutsman closed Privilege of the Floor at 2:33 p.m.

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

At 2:34 p.m., Mayor Stutsman opened a public hearing on the Order of the City of Goshen Building Commissioner for the property at 110 S. 7th Street, owned by Samuel & Gloria Ascencio of Goshen.



BACKGROUND:

On May 24, 2022, City Building Commissioner Myron Grise notified Samuel & Gloria Ascencio, the owners of 110 S. 7th Street, that their property was in violation of Goshen City Code.

Grise reported that the Goshen Building Department inspected 110 S. 7th Street – B on Nov. 10, 2021. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The property was re-inspected on Dec. 16, 2021, Feb. 16, 2022, and May 12, 2022 which showed no significant improvement to the real estate.

The property was deemed unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures were in an impaired structural condition that made it unsafe and dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter I concerning building condition or maintenance.

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

1. The roof and flashing on the building are not sound and have defects that admit rain. There are loose and damaged shingles. This is causing one or more of the rooms in the building to have leaks in the ceilings. (violation of Section 6.3.1.1 (c)).
2. The gutters on the side and rear of the building do not have downspouts attached. (violation of Section 6.3.1.1 (c)).

Grise reported that these violations made the premises at 110 7th Street -B, Goshen unsafe.

According to Grise's report, the Ascencios were ordered to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use or to demolish and remove a part of the unsafe building so that the buildings and structures are in compliance with Title 6, Article 3, Chapter I of the Goshen City Code by June 24, 2022.

In particular, the Ascencios were ordered to make the following corrections:

1. Repair or replace the roof and flashing so that it does not admit rain into the interior of the building.
2. Attach gutters and downspouts so that the roof water is discharged in a manner that does not create a hazard on the premises or adjacent property.

Grise advised the Ascencios that In the event they failed to comply with this Order, the City of Goshen might take action to make the required corrections and bill them for the costs of the work, including, the actual cost of the work performed and an amount equal to the average processing expense the City incurred in pursuing this matter. Such amounts could become a lien upon the property and ultimately be enforced as any other judgment.

The Ascencios were notified that a hearing would be held before the Board of Public Works and Safety on June 27, 2022 to review the Order of the City of Goshen Building Commissioner. The Ascencios were further notified that they had the right to appear at the hearing, with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments.

On June 27, 2022, Mayor Stutsman convened a public hearing on the Order of the City of Goshen Building Commissioner for the property at 110 S. 7th Street, owned by Samuel & Gloria Ascencio of Goshen. The Ascencios were not present, but the following did occur:



- **City Rental Inspector Ryan Conrad of the City Building Department** distributed a memorandum to the Board, with photos. He then reported that on Nov. 10, 2021, he conducted an inspection of the property at 110 S. 7th St. and determined that several property maintenance violations existed. He notified the property owner, Sam Ascencio, in writing, that he would have 30 days to correct the violations. On Dec. 12, 2021, Conrad again inspected the property and determined that some of the violations had been satisfactorily completed. He again notified the property owner to correct any remaining violations.
- **Conrad** conducted a re-inspection of the property on Feb. 16, 2022 and determined that additional repairs had been made. The only remaining code violation that needed to be resolved was for a roof that needed repair. Conrad mailed a notice to the property owner advising him to make repairs to the roof within 60 days.
- **Conrad** reported that on April 13, he re-inspected the property and found that no repairs to the roof had been made. A final Notice of Violation was mailed to the property owner at that time. On May 13, Conrad said he made contact with a tenant who resides at the property and she stated that the ceiling was leaking in her apartment. Conrad advised the property owner of this and he stated that he had obtained quotes for the roof repairs.
- **Conrad** reported that on June 27, when he inspected the property, it did not appear that any repairs had been made to the asphalt shingles. There are also downspouts that needed repairs. Conrad said he received a message from the property owner on June 27 that stated he hoped to have a signed agreement for repairs sometime during the week. Conrad recommended that this matter be referred to the Legal Department for enforcement at this time. He added that the property owner informed Conrad that he was out of the country and would not be able to attend the June 27 hearing.
- **Conrad** recommended that if the property owner does provide a copy of a signed agreement this week, he should be given 30-60 days to ensure the repairs are made. **City Attorney Stegelmann** recommended the Board make a formal finding about the Building Commissioner's order and then give the property owner 60 days to make the repairs.
- **Mayor Stutsman** said he didn't feel comfortable enforcing an order at a first hearing when the property owner wasn't present. **Stegelmann** said it should be noted for the record that both property owners were sent the building commissioner's order by certified mail and signed receipts acknowledging that the hearing would be held but chose not to be present.
- After further Board discussion, **Mayor Stutsman made a motion that the Board affirm the findings of the City Building Commissioner's order for 110 S. 7th Street – B. Landis seconded the motion. Motion passed 5-0.**
- **Mayor Stutsman then made a motion to continue the hearing to Aug. 29, 2022 to give the property owner time to make the necessary repairs. Landis seconded the motion. Motion passed 5-0.**

After the June 27 hearing, the City Legal Department sent to Samuel and Gloria Ascencio, property owners, an "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." The order, signed July 11, 2022 by Mayor Stutsman, informed the Ascencios that:



- A hearing was held before the 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 Board affirmed the findings of the Order of the City of Goshen Building Commissioner and found the conditions found at the premises located at 110 S. 7th Street, did not meet the standards of the Neighborhood Preservation Ordinance.
- The Board agreed to continue this matter until Aug. 29, 2022 for you to take necessary action to remedy the unsafe condition of the roof at the premises.

On July 23, 2022, the City Legal Department sent a letter informing Samuel and Gloria Ascencio that the hearing scheduled for Aug. 29, 2022 was being continued until Sept. 12, 2022.

SEPT. 12, 2022 HEARING TESTIMONY, DISCUSSION AND OUTCOME:

Mayor Stutsman opened the hearing.

City Rental Inspector Ryan Conrad of the City Building Department gave an update on the property at 110 S. 7th St. He said the property was previously found in violation of the City's Neighborhood Preservation Ordinance because of roof and gutter damage that needed to be repaired or replaced.

Conrad said there has been no change in the status of the violations. However, Conrad said the property owner was present and wanted to address the Board.

City Attorney Bodie Stegelmann reminded the Board that the Building Commissioner's Order was issued, the matter came before the Board of Works, but the owner did not appear. Stegelmann said the Board affirmed the order and directed work to be done and it was set for review today.

Samuel Ascencio said he has reached an agreement to sell the property. He said he received an email today from the purchaser. He read the email and provided a copy to the Board (**EXHIBIT #4**). The email from Luis Magana to Samuel Ascencio read as follows:

"Good morning, Mr. Samuel. I just wanted to give you an update on the purchase of the buildings. Everything is still moving forward, title work has been ordered and will be keeping you updated. The title company I'm using is assurance title company in Albion, Indiana and the escrow officer's name is Abbie. I also got the estimate for the roof repair and we will be fixing that roof as soon as the deal closes."

Mayor Stutsman asked about getting a copy of the email. Ascencio submitted an email printout to the Board.

As to the options facing the Board, City Attorney Stegelmann said it depended on how the Board wanted to proceed. He said there is an existing Board order that the work be completed. Stegelmann said the Board could enforce the order or continue the hearing.

Stegelmann said the prior order requires Ascencio to notify the new owner of the Board's order. Ascencio said the prospective owner is aware of the Board's order.

Mayor Stutsman asked when Ascencio expected to close the sale of the property. Ascencio said he expected it would be closed in a few weeks, but he wasn't sure.

Mayor Stutsman asked the City Attorney for his advice since there is a prospective buyer who has agreed to fix the roof as soon as the sale of the property is finalized. Stegelmann responded that if Ascencio believes the sale will close in about two weeks, the hearing could be continued for three or four weeks to check the status.



City Attorney Stegelmann also said it would be wise to invite the new buyer to that hearing to know what he is required to do under the Board's order.

Mayor Stutsman said a four-week continuance would require a hearing on Oct. 10, but he suggested delaying the hearing to Oct. 17. He said that would provide extra time for the sale to close and the property owner to make the necessary repairs. **Ascencio** said that seemed fair.

Mayor Stutsman then made a motion to continue the hearing until Oct. 17. Board member **Nichols** seconded the motion.

Board member Swartley asked if the Board should know who the buyer was as well as the buyer's contact information. She also asked if the buyer should be required to attend the Oct. 17 hearing. **Mayor Stutsman** said that since the City now has the buyer's name and email address, the buyer could be contacted by the City and asked to attend the meeting.

City Attorney Stegelmann said the Board won't have jurisdiction over the buyer until he takes title to the property. However, he said the Legal Department could contact the buyer and invite him to the hearing.

Mayor Stutsman then called for a vote on his motion to continue the hearing until Oct. 17. The motion passed 4-0.

At 2:39 p.m., **Mayor Stutsman** closed the public hearing on the Order of the City of Goshen Building Commissioner for the property at 110 S. 7th Street.

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 4-0.

Mayor Stutsman adjourned the meeting at 2:39 p.m.

*EXHIBIT #1: A revised memorandum, dated Sept. 12, 2022, from City Director of Public Works & Utilities **Dustin Sailor** to the Board seeking approval to close 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. **Sailor** told Board members he submitted the revised memorandum just before the meeting to provide the corrected detour route. This request was listed as item #10 on the Board's agenda.*



EXHIBIT #2: A memorandum, dated Sept. 12, 2022, from City Director of Public Works & Utilities Dustin Sailor to the Board seeking approval of Change Order No. 2 with HRP Construction for \$70,626.92, adding two weeks to their substantial completion date, and adding four days to their completion date for the Crossing Subdivision Project. The memorandum was presented just before the meeting began as walk-in agenda item #12A because the City received the requested amendment late Friday after the Board of Works submittal deadline and because some of the identified work needs to be initiated immediately to avoid delaying the contractor's progress.

EXHIBIT #3: A memorandum, dated Sept. 12, 2022, from Clerk-Treasurer Aguirre to the Board in support of agenda item 12B) Blue Knights IN VIII Law Enforcement Motorcycle Club request: Approve new date for Riding to Remember Police, Firefighter and Veteran Charity Ride. The memo described the Board's previous approval of the event for Sept. 11, 2022, the postponement of the event because of rainy weather and the organization's request to reschedule the event for Oct. 2, 2022. Attached to the memo was the documentation included with the organization's previous request.

EXHIBIT #4: An email from Luis Magana to Samuel Ascencio outlining the intent of Mr. Magana to purchase the property at 110 S. 7th Street and to repair the roof. The email was presented to the Board by Samuel Ascencio in support of his request to continue the hearing for the Building Commissioner Order for 110 S. 7th Street (Samuel and Gloria Ascencio, property owners)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member



Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety

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

Date: September 12th, 2022

From: Jose' Miller, Chief of Police

Reference: The hiring of William Miller #199

I am requesting that the Board of Public Works and Safety **approve the hiring of William Miller for the position of patrol officer.** William previously worked for the Goshen Police Department and performed his patrol duties with the utmost respect and integrity. On March 13th, 2021 William left the profession for the private sector. William has decided to return to the profession and our department. William passed all exams and has been approved by both the local and State pension boards. It will be our pleasure to add William Miller back on the Goshen Police Department. Ever will be a welcomed addition to the Goshen Police Department. I would like his hiring to be **effective today, Monday September 12th, 2022.**

William will be present for the Board of Works Meeting swear in

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

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 19th, 2022

From: Jose' Miller, Chief of Police

Reference: Promotion of Adriana I. Fernandez from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Adriana I. Fernandez from the position of Probationary Patrol Officer to the rank of Patrol Officer effective September 20th, 2022.** On September 20th, 2022 Officer Fernandez will have completed her twelve (12) month probationary period. Officer Fernandez has demonstrated she will be a great addition to the Goshen Police Department and to this community.

Fernandez will be present for the Board of Works Meeting.

Respectfully,

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

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 19th, 2022

From: Chief Jose' Miller

Reference: Promotion of Aaron D. Johnson from Patrol Officer to Sergeant

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Officer Aaron D. Johnson from the position of Patrol Officer to the rank of Sergeant.** Officer Johnson has worked on the police department approximately five (5) years and has demonstrated he will be an asset to our department as a supervisor. Aaron is currently a field training officer for new recruits of the Goshen Police Department. I request the promotion to be **retroactive to Friday September 16th, 2022.**

****Johnson will be present for the swear in****

Respectfully,

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

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 19th, 2022

From: Jose' Miller, Chief of Police

Reference: Promotion of Brian K. Abshire from Patrol Officer to Detective

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Brian K. Abshire from the position of Patrol Officer to the rank of Detective retroactive to September 16th, 2022. Officer Abshire has served on the Goshen Police Department for approximately 4 ½ years. He currently is an evidence technician and drone pilot for the department. Officer Abshire has proven his dedication time and time again to this department and our community.

Abshire will be present for the Board of Works Meeting.

Respectfully,

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

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 19th, 2022

From: Jose' Miller, Chief of Police

Reference: Request to Promote Curtis J. Weldy from Lieutenant to Captain

I am requesting the Goshen Board of Public Works and Safety **approve the promotion of Curtis J. Weldy from the rank of Lieutenant to the rank of Captain.** Curtis has been an officer at the Goshen Police Department for approximately ten (10) years. He currently serves as a Lieutenant on the Afternoon Shift. Curtis has been acting Captain of the afternoon shift for several months. He has demonstrated repeatedly that he will be a great asset to our department. I am requesting this promotion to be **retroactive to Friday September 16th, 2022.**

****Curtis will be present for the swear in****

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

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

Date: September 19th, 2022

From: Chief Jose' Miller

Reference: Life Saving Award for Officer Paige Hershberger

We would like to present Officer Paige Hershberger a Life Saving Award for her quick response that resulted in the saving of a life on September 3rd, 2022. On this date, Officer Hershberger responded to a call for a possible overdose. Upon arrival, the male subject was unresponsive and stopped breathing. Officer Hershberger immediately began chest compressions and the subject began breathing slightly. Medics arrived and began treatment on the male subject. He was later transported to Goshen General Hospital for further medical treatment. Without the quick actions performed by Officer Hershberger the situation could have ended in a different manner. I would like to personally thank Officer Hershberger for her actions and am proud to have officers such as her on the Goshen Police Department.

Officer Hershberger will be present for the award

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

Jose' Miller #116

Chief of Police

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

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826

September 13, 2022

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

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

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

Our plans are for our **annual parish festival on September 24, 2022** to build fellowship, and to be held on the Grounds of St. John the Evangelist Church (school parking lot). In order to safely allow our parishioners to enjoy the festival; we are requesting the Board's permission to block part of 3rd street. We ask that it be blocked from 10:00 am until 10:00p.m. when the event is completed.

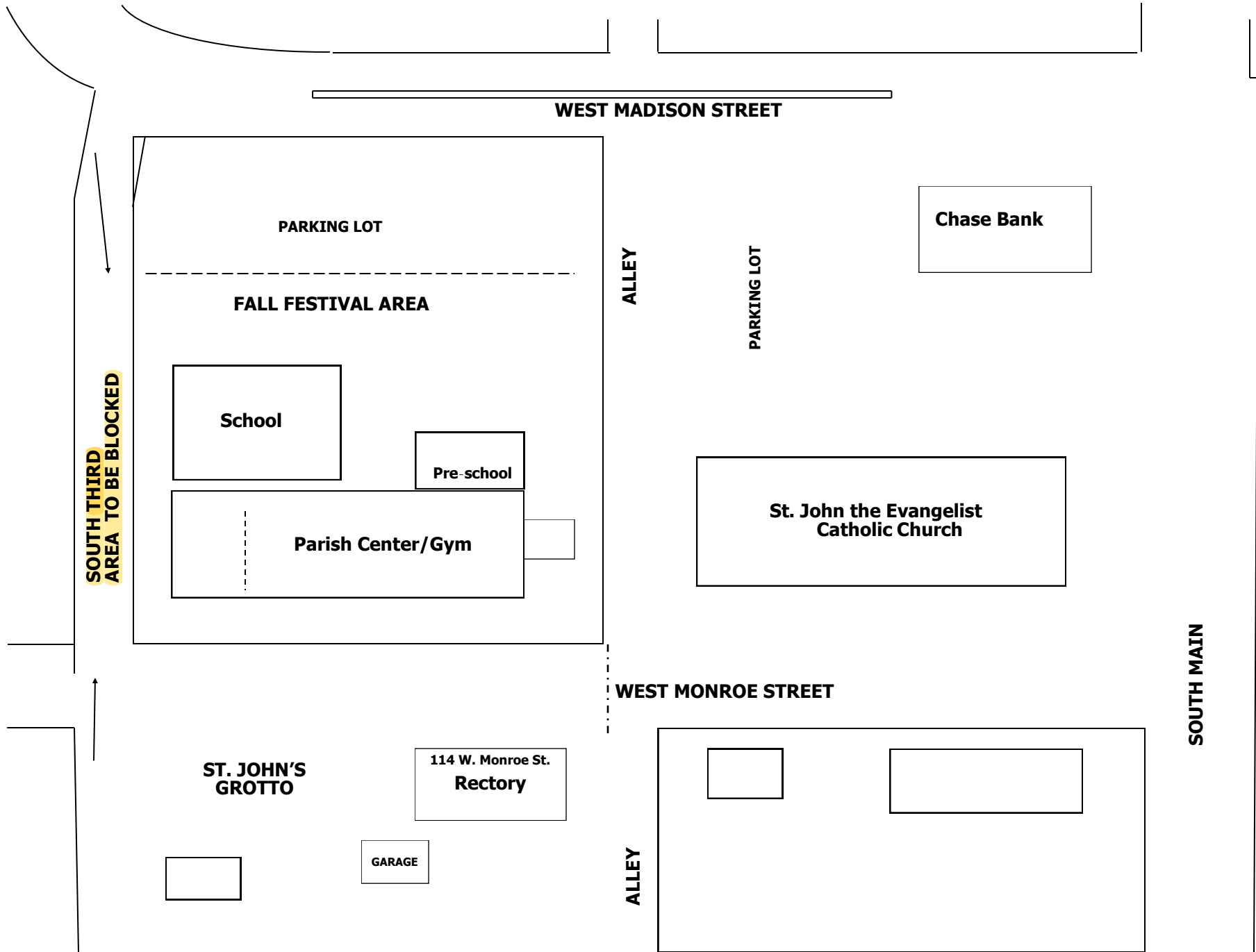
I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista

Jonathan Evangelista
Pastoral Associate
St. John the Evangelista Catholic Church
109 W. Monroe St. Goshen, IN 46526
574-533-3385 ext. 1216
jevangelista@stjohncatholic.com



WEST MADISON STREET

PARKING LOT

FALL FESTIVAL AREA

School

Pre-school

Parish Center/Gym

ALLEY

PARKING LOT

Chase Bank

St. John the Evangelist Catholic Church

WEST MONROE STREET

ST. JOHN'S GROTTTO

114 W. Monroe St. Rectory

GARAGE

ALLEY

SOUTH MAIN

SOUTH THIRD AREA TO BE BLOCKED

**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526
PARISH FESTIVAL — SEPTEMBER 24, 2021 At 3PM-10pm**



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

September 19, 2022

To: Goshen Board of Public Works and Safety

From: Bodie J. Stegelmann

Subject: Amendment to the Agreement with Teamsters Local Union No. 364

The City and the Teamsters Local Union No. 364 entered into an Agreement on December 19, 2020, for the term beginning January 1, 2021 through December 31, 2023. The parties wish to amend the agreement to increase the wage rates for the Union job classifications in pay category A with the new rates effective for the Mechanics in Union Category A effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective September 23, 2022. The wage rates would remain the same for pay category A in 2023.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute the Amendment to the Agreement with the Teamsters Local Union No. 364 to increase the wage rates for the Union job classifications in pay category A with the new rates effective August 12, 2022, for the Mechanics in Union Category A and effective September 23, 2022, for the SCADA Operator Technicians in Union Category A, conditioned on the City of Goshen Common Council adopting Ordinance 5133.

**AMENDMENT TO THE AGREEMENT BETWEEN
CITY OF GOSHEN**

AND

TEAMSTERS LOCAL UNION NO. 364

THIS AMENDMENT is made and entered into on the _____ day of _____, 2022, which is the last signature date set forth below, by and between the City of Goshen, hereinafter referred to as the “Employer” or “City”, and the Teamsters Local Union No. 364, affiliated with the International Brotherhood of Teamsters of America, hereinafter referred to as the “Union”.

WHEREAS City and Union entered into an Agreement on December 19, 2020, effective on January 1, 2021, and continuing through December 31, 2023.

WHEREAS the parties entered into an Amendment to the Agreement on October 11, 2021 to increase the wage rates for all Union job classifications by 3.5% for 2022 and by 3.5% for 2023.

WHEREAS in order to retain current employees and recruit candidates to fill vacancies in certain Union job classifications, City and Union wish to increase the wage rates for the Union job classifications in Union Category A.

NOW, THEREFORE, in consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, as amended, and under the terms, conditions, and mutual covenants of this Amendment, the parties agree to increase the wage rates for the Mechanics in Union Category A effective August 12, 2022, and for the SCADA Operator Technicians in Union Category A effective September 23, 2022, with the wage rates remaining the same in 2023, as set forth in revised Exhibit E – 2022 Wages and Exhibit F – 2023 Wages as attached to this Amendment.

All other provisions of the original Agreement, as amended October 11, 2021, and not affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City and Union, by and through their duly authorized officers and representatives, have executed this Amendment on the dates as set forth below.

CITY OF GOSHEN

TEAMSTERS LOCAL UNION NO. 364
affiliated with the
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS OF AMERICA

Jeremy P. Stutsman, Mayor

Robert R. Warnock, III, President

Date Signed: _____

Date Signed: _____

EXHIBIT E - 2022 Wages

(As amended in 2022)

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$28.00	\$30.00	\$32.00
B	\$22.16	\$24.18	\$26.18
C	\$21.63	\$23.93	\$25.53
D	\$21.15	\$23.40	\$25.21
E	\$20.48	\$22.70	\$24.31

EXHIBIT F - 2023 Wages

(As amended in 2022)

UNION CATEGORY	0 to 1 YEAR	1 YEAR to 3 YEARS	OVER 3 YEARS
A	\$28.00	\$30.00	\$32.00
B	\$22.94	\$25.03	\$27.10
C	\$22.39	\$24.77	\$26.42
D	\$21.89	\$24.22	\$26.09
E	\$21.20	\$23.49	\$25.16



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

September 22, 2022

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

Attached is an agreement with Ozinga Ready Mix Concrete, Inc. for the City to lease space at 1700 Egbert Avenue to store leaves for the 2022 leaf pick up season. The rental is \$10.00 per month.

Suggested Motion:

Move to approve and authorize the Mayor to execute the Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

LEAF STORAGE AGREEMENT

COMMENCEMENT DATE: October 1, 2022

LOCATION OF PREMISES: 1700 EGBERT AVENUE, GOSHEN, INDIANA 46528 AS MORE SPECIFICALLY INDICATED ON EXHIBIT A ATTACHED HERETO (THE "PREMISES")

PURPOSE: OUTDOOR LEAF STORAGE

LESSEE: CITY OF GOSHEN

LESSEE ADDRESS: 202 SOUTH 5TH STREET,
GOSHEN, INDIANA 46528

LESSOR: OZINGA READY MIX CONCRETE, INC.

LESSOR ADDRESS: 19001 OLD LAGRANGE ROAD, SUITE 300
MOKENA, ILLINOIS 60448

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, together with the appurtenances thereto, for the above term.

1. RENT. Lessee shall pay to Lessor as rent for the Premises the sum of \$10.00 per month, payable in advance on the first day of each month, until termination of this Lease, at 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 or such other address as Lessor may designate in writing. Rent payments for any partial month shall be pro-rated.

2. TERM OF LEASE. The Lease shall commence on the Commencement Date listed above and shall terminate upon the earlier of: (i) January 1, 2023; or (ii) until Lessor or Lessee gives the other party at least 30 calendar days, advance written notice of the date of termination of the Lease.

3. USE OF PREMISES. Lessee shall store leaves in the empty bin located on the Premises; Lessee shall not use the Premises for any other purpose, except such reasonable purposes which are ancillary to that described above. Lessee shall have no right to store or park any to other items (for example, tools, equipment, personal vehicles, etc.) at the Premises. Lessee shall not place, store or spill any waste or refuse at the Premises.

4. SUBLET / ASSIGNMENT. Lessee shall not be allowed to sublet the Premises in whole or in part and shall not be allowed to assign this Lease.

5. NO LIENS. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises during the term hereof, and in case of the filing of such lien, Lessee will promptly pay or defend the same.

6. KEEP PREMISES IN REPAIR. Lessee shall keep the Premises in repair; Lessor shall not incur any expense for repairing any improvements upon said Premises.

7. ACCESS TO PREMISES. Lessee shall be allowed access to the Premises 24 hours per day, 7 days per week. Lessor shall have the right to make reasonable changes to the hours of access.

8. HOLDING OVER. Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediately possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of \$300.00 per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right or re-entry as hereinafter set forth; nor shall the receipt of said rent of any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, or for a breach of any of the covenants herein.

9. EXTRA FIRE HAZARD. Lessee shall not keep or use on the Premises any hazardous, flammable or explosive liquids or materials.

10. DEFAULT BY LESSEE. If a default occurs in payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, upon 30 days' notice to Lessee, Lessor may at any time thereafter at its election declare said term ended and reenter the Premises or any part thereof to the extent permitted by law and remove Lessee or any persons or property occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. In the event that the Lessee is found to be in default by a court of competent jurisdiction and liable to Lessor by reason of any breach of any of the provisions of this Lease, Lessor shall be entitled to recover from the Lessee all costs and expenses of the action or suit, including reasonable attorney's fees.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this Lease by fire, condemnation, or other casualty, the Lease shall be terminated, with an abatement of rent for the period in which the Premises are not habitable.

12. LESSEE'S PERSONAL PROPERTY. Lessee agrees that Lessor shall not be responsible for any damage to, or loss of, Lessee's equipment, or any of Lessee's personal property due to any cause, including, but not limited to, theft, vandalism or Lessor's failure to keep the Premises in repair. Lessee shall be solely responsible to lock and secure all of its equipment.

13. INDEMNIFICATION. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or from any act or omission of Lessee, or any of Lessee's agents, contractors, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case of any action or proceeding be brought against Lessor by reason of any such claim. Lessee hereby assumes all risk of damage of property of Lessee or injury to persons in, upon or about the Premises arising from any cause, except Lessor's gross negligence or intentional conduct, and Lessee hereby waives all claims in respect thereof against Lessor.

14. INSURANCE. At all times during the term of this Lease, Lessee shall insure itself and Lessor, as their interests may appear, by maintaining, at Lessee's expense, commercial general liability insurance, auto liability insurance, and workmen's compensation insurance against claims for personal or bodily injury, death or property damage resulting from Lessee's use of the Premises. At all times during the term of this Lease, Lessor shall maintain insurance for general property and casualty insurance losses against the Premises. Lessor shall be shown as an additional insured on all such insurance policies which shall also provide that the insurance shall be non-cancelable except upon at least 30 days prior written notice to the

Lessor. Lessee shall provide Lessor with a certificate of insurance indicating the above coverages.

15. PLURALS / SUCCESSOR. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

16. ENVIRONMENTAL. Lessees shall not use nor permit the Premises to be used for the storage or disposal of any hazardous waste, toxic substances or related materials (hereinafter collectively referred to as "Hazardous Materials") nor for any purpose involving the use of Hazardous Materials contrary to the terms and conditions of any and all permits for same. For the purposes of this Section, Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec 1802, The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., the Superfund Amendments and Reauthorization Act of 1986, PL 99-499, regulations adopted and publications promulgated pursuant to said laws. Lessees shall indemnify and hold Lessor harmless from and against all liability, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials, including, without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials on the Premises by Lessees or any of its affiliates or any person or entity occupying or otherwise using the Premises under, through or with the consent of Lessees but specifically excluding any violations which may have occurred prior to the Term of this Lease.

Lessor shall indemnify, defend and save harmless Lessees from and against any legal or administrative proceedings brought against Lessees and all demands, claims, liabilities, fines, penalties, or costs occasioned by the negligent or intentional activities of Lessor, before, during or after Lessor's ownership of the Premises; or any loss to Lessees occasioned by the existence of Hazardous Substances on or in the property, breaches of the warranties contained herein, or any inaccurate representations in this agreement, excepting therefrom any such proceedings, demands, claims, liabilities, fines, penalties or costs occasioned by the negligent or intentional activities of Lessees occurring during Lessees occupation of the Premises.

The indemnities described above specifically include but are not limited to the direct obligation of the indemnitor to promptly perform any remedial or other activities required, ordered or recommended by any administrative agency, government official, or third party, or otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of pollution, or to permit continued safe operation of the Premises by Lessees.

17. SEVERABILITY. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

18. GOVERNING LAW. This Lease shall be construed and enforced according to the laws of the State of Indiana, without reference to the conflict of law principles of Indiana. Jurisdiction and venue of any dispute or legal action by either party relating to this Lease shall be exclusively in the courts of Elkhart County.

19. INTEGRATION. This Lease shall constitute the final, complete, and exclusive expression of intentions of the parties hereto with respect to the subject matter hereof and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between the parties.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. WAIVER. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Agreement shall not prevent subsequent similar noncompliance from being a default. No waiver under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party making the waiver. Any waiver authorized on one occasion shall be effective only in that instance and only for the purpose stated, and shall not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (b) any act, omission, or course of dealing between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date last written below.

LESSEE:

City of Goshen

By _____

Printed _____

Title _____

Date _____

LESSOR:

Ozinga Ready Mix Concrete, Inc.

Edward Houlihan
By

EDWARD HOUHAN
Printed

HR/ENVIRONMENTAL
Title

9/13/2022
Date

EXHIBIT A
THE PREMISES





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

September 19, 2022

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Eaton Corporation for Reconditioning of 5 breakers previously evaluated.

On behalf of the Engineering department attached for the Board's approval and authorization for the Mayor to execute is an agreement with Eaton Corporation for the second phase of five (5) old breakers recently replaced by the waste water treatment plant. This final phase constitutes the reconditioning of the breakers for use as emergency replacements should the need ever arise. Eaton will be paid a total sum of \$66,560.00 for the reconditioning plus any shipping costs to return the breakers to City once reconditioning is finished.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the agreement with Eaton Corporation for the reconditioning of five (5) breakers previously evaluated with the total cost being \$66,560.00 plus shipping costs to return the breakers to City.

AGREEMENT

Reconditioning of Five (5) DS Breakers

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Eaton Corporation** (“Contractor”), whose mailing address is 210 Windy Point Drive, Glendale Heights, IL 30139, 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 to recondition five (5) DS breakers and to provide and install new trip units, which services are more particularly described in Contractor’s September 9, 2022 proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) All shipping of the 5 breakers to and from the Contractor will be at the City’s expense.
- (C) Contractor agrees to complete its Duties within 12 weeks after receipt of the 5 breakers by Contractor. Estimated shipment dates are approximate and subject to change.

Section 3. Compensation

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

Item	Description	Price (DIST NET)
001	Westinghouse DS-420: Full Class I Reconditioning along with Digitrip 910LSG trip unit and new motor	\$13,400
002	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,120
003	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,120
004	Westinghouse DSL-206: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$12,820
005	Westinghouse DS-632: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$14,100
Total Price:		\$66,560

Section 4. Payment

- (A) City shall pay Contractor the agreed price(s) set forth in Section 3 above for each phase of Duties, (i.e. each "Item" set forth in Section 3, above), satisfactorily completed under this agreement as Items are completed.
- (B) Payment shall be made forty-five (45) days following the City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

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

- (C) If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) 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.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

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

- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

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

Section 9. Employment Eligibility Verification

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this agreement, 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 agreement 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 Duties 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 agreement if and to the extent that such party's performance under this agreement 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 agreement and the other party shall have no recourse.

Section 14. Default

- (A) If Contractor fails to perform the Duties 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 Duties or comply with the provisions of this agreement, 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 agreement 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 agreement.
 - (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 agreement.

- (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 Duties described herein.
- (7) The agreement 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: Eaton Corporation
Electrical Services & Systems Division
210 Windy Point Drive
Glendale Heights, IL 60139

Section 17. Subcontracting or Assignment

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

Section 18. Amendments

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

Section 19. Waiver of Rights

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

Section 20. Applicable Laws

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

Section 21. Miscellaneous

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

Section 22. Severability

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

Section 23. Binding Effect

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

Section 24. Entire Agreement

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

Section 25. Authority to Bind Contractor

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

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

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

Eaton Corporation

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



Powering Business Worldwide

Eaton Corporation
Electrical Services & Systems Division
210 Windy Point Dr.
Glendale Heights, IL 60139
Cell: 312-859-5564
Email: DustinJenkins@Eaton.com

9/9/2022

PROPOSAL

TO:

CITY OF GOSHEN

RE:

Negotiation Number: CGK4-220727-06-BPB
Subject: DS Breaker Reconditioning
Jobsite Location: Goshen, IN

Eaton's Electrical Services & Systems (EESS) is pleased to provide the following proposal for the work scope described herein:

SCOPE OF WORK

Eaton's Electrical Services & Systems will provide the necessary field service personnel, tools, materials and approved test equipment to perform the following work on:

As a result of the evaluation of the 5 DS breakers sent to Eaton's Power Breaker Reconditioning Center, Eaton recommends that all 5 circuit breakers be Class Reconditioned. In addition to the Class 1 reconditioning, all of the breakers will require for Eaton to provide and install new trip units. The DS-420 needs a new motor for its electrical operation.

Note that no on-site labor is included in this proposal and shipping and installation of breakers is the customer's responsibility.

Class 1 Reconditioning is the process of maintaining Low Voltage (LV) or Medium Voltage (MV) power circuit breakers or contactors by complete tear down to the smallest component level of the entire device, including component specific cleaning, component level inspection and testing to restore the breaker to operating condition using the Original Breaker Manufacturer's information and replacement parts. Reverse engineered parts (designs copied from existing parts by other manufacturers) are not considered to be "qualified design parts" unless specifically design verified.

Eaton is pleased to provide the following proposal for our Class 1 Reconditioning of Low Voltage Circuit Breakers.

Eaton's Reconditioning process is comprised of a 6 point process including:

- Receiving/inspection/testing (unique ID assigned and registered into Eaton database)
- Complete disassembly (without complete disassembly, problems may not be clearly visible)
- Component specific cleaning and analysis
- Reassembly
- Final inspection & test per IEEE/NEMA
- Documentation into a computerized data base

Benefits realized with a Class 1 Reconditioned circuit breaker include:

- Maximize system uptime
- System reliability
- Standardize on design and features
- System coordination
- Safety
- Reduce maintenance costs

PRICING

To provide the services as described above, Eaton Corporation would charge:

Item	Description	Price (DIST NET)
001	Westinghouse DS-420: Full Class I Reconditioning along with Digitrip 910LSG trip unit and new motor	\$13,400
002	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,120
003	Westinghouse DS-416H: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$13,120
004	Westinghouse DSL-206: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$12,820
005	Westinghouse DS-632: Full Class 1 Reconditioning along with Digitrip 910LSG trip unit	\$14,100
Total Price:		\$66,560

CLARIFICATIONS AND EXCEPTIONS

- **Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.**
- EESS will initiate minor corrective actions to equipment to facilitate repairs to the equipment; however, any parts/materials identified during the inspection requiring replacement, such as control power module, fuses, etc., will be submitted on a separate proposal with cost.
- Eaton has not included any applicable sales tax in this proposal
- All testing will be performed per Eaton standard testing guidelines
- All device settings to be supplied by others
- This service is weather permitting if this is outdoor equipment.
- No time/labor included for site specific training meetings/classes/videos. If required, additional charges will apply and will be billed separately from this proposal

DELIVERY

Equipment: Equipment shipment will be F.O.B. point of origin and is estimated (as of the date of this proposal) at 10-12 weeks after the breakers are received by our breaker reconditioning center. Estimated shipment dates subject to change.

SAFETY CLARIFICATIONS

- Eaton will not perform work activities in situations where the proper level of PPE is not practical. At no time will work be performed when the arc-flash exposure levels are above 40 cal/cm².
- To establish an electrically safe work condition, the customer is to provide an up-to-date site electrical one-line diagram(s) for lockout/tagout purposes showing all sources of power.
- For electrical outages requiring utility isolation, the customer and utility shall coordinate lockout/tagout requirements with Eaton in a written plan of execution.
- Customer shall be responsible to perform all switching. Any requirement of Eaton for perform switching will require customer signature and a minimum of two EESS personnel present. Additional charges will apply.
- The customer supplied Arc-Flash study along with their labeled equipment to meet NFPA requirements will be used to determine the Personal Protective Equipment (PPE) required to perform the work required for this proposal. When a current study and labeling is not available, the time required to determine the proper PPE will be at the current rate per hour, unless included within the Eaton scope of work.

CUSTOMER-REQUIRED SUPPORT

- The owner/contractor shall make all equipment available upon arrival of EESS personnel, including removal from service, to permit continuous progression of work. Stand by or delays that are out of the control of EESS will be charged at published services rates plus applicable expenses.
- The owner/contractor shall be responsible for maintaining power to vital or necessary plant equipment and processes.
- The owner/contractor will coordinate all outages and perform all switching to de-energize/isolate equipment to be serviced.
- The owner/contractor shall supply a suitable and stable source of power for operation of test equipment at each test site when normal power is removed. EESS shall specify requirements.
- The owner/engineer will supply a complete set of electrical plans, including the plant single-line diagram, specifications and any pertinent change orders EESS prior to commencement of work.
- Customer shall ensure copies of Operations and Maintenance Manuals and related literature for equipment being serviced is available on site for use by EESS personnel.
- The owner / contractor shall provide the assistance of a qualified electrician / individual from a contractor or the facility familiar with the electrical system to provide access to electrical equipment and assistance to Eaton field service personnel, as required during the time that service is performed, per NFPA 70E and OSHA CFR1910.269.
- The owner / contractor shall be responsible for proper waste disposal of all waste by-products produced in the performance of this work.

SAFETY TRAINING OF EESS FIELD PERSONNEL

- All EESS field personnel received training to comply with OSHA CFR1910.269 Electrical Safety Standard, which sets minimum safety rules and practices for the design, operation, and maintenance of high-voltage systems (over 600 volts).

PROCESS ADJUSTMENTS

- This proposal was prepared based upon EESS understanding of the documentation and discussions listed in EESS Scope of Work. If a change to the system functionality, hardware and/or software is to be used, or work scope is presented to EESS, then EESS will respond by issuing an addendum to this proposal describing the impact on the schedule and cost of the system or work additions or subtractions.
- Work related to the changes will not begin until the impact is mutually agreed upon by customer and EESS.

STAND-BY TIME

- Stand-by time is defined as EESS time spent on-site waiting for personnel or access to equipment necessary to perform the required steps for the service work outlined within this proposal.
- Under the terms of this proposal, stand-by time is not included within the Scope of Work.
- Stand-by or delays that are outside the immediate control of EESS will be charged separately at published services rates plus any applicable expenses.

PROPRIETARY AND CONFIDENTIAL INFORMATION

- This submittal contains Eaton proprietary and confidential information, which may only be used by the addressee to evaluate and respond to this submittal. By accepting this submittal from Eaton, the addressee agrees to not use this submittal, or any information contained herein, in any manner adverse to Eaton's interests; to keep in confidence the submittal and all information contained; and to not disclose to any third party or publish this submittal, any portion thereof, or any information contained herein without Eaton's prior written consent.

TERMS AND CONDITIONS

Any order arising out of this offer will be governed by the conditions contained in Eaton Selling Policy 25-000 dated September 1, 2021. This offer is valid for 30 days from date of issue unless otherwise extended, modified or withdrawn, in writing, by Eaton Corporation. Payments are due and payable net within thirty (30) days from the date of each invoice.

To accept this proposal, please:

1. Reference: **CGK4-220727-06-BPB**
2. Issue a purchase order to **EATON CORPORATION**
 - Email purchase order to DustinJenkins@Eaton.com
3. Acceptance of proposal signature
 - a. _____

A HARDCOPY OF THE PURCHASE ORDER MUST BE RECEIVED BY EESS PRIOR TO SERVICE BEING SCHEDULED.

Should there be any further questions or needs, please contact at any time. It is a privilege to have this opportunity to be of service. Eaton's Electrical Services & Systems looks forward to working with you on this project.

Sincerely,

Dustin Jenkins (CGK4)

Dustin Jenkins (CGK4)
DustinJenkins@Eaton.com
312-859-5564
Service Sales Engineer
Eaton Corporation
Electrical Services and Systems Division



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: City of Goshen Engineering Department

RE: **TCS/Frontier Traffic Restriction – Fiber Installation on Greene Rd., Indiana Ave., Chicago Ave. and High St.**

DATE: September 19, 2022

TCS Communications, LLC., working for Frontier Communication, has requested lane restrictions for the purpose of boring fiber conduit across city streets. A lane will be restricted as the existing utilities are exposed to prevent damage during the boring process. See attached maps for locations.

Location of street crossings.

- 1) Greene Rd at Berkey Ave. (9/20 – 9/22)
- 2) High St. at Pike St. (9/21 – 9/23)
- 3) Chicago Ave. at Denver St. (9/22 – 9/26)
- 4) Chicago Ave. at Wilkinson St. (9/23 – 9/27)
- 5) Indiana Ave. and Dewey Ave. at Lincoln Ave. (9/26 – 9/28)
- 6) West Ave., alley at Dewey Ave. (9/26 – 9/28)
- 7) Berkey Ave. at Indiana Ave. (9/27 – 9/29)

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

Requested Motion: Approve lane restriction on Greene Rd., High St., Alley 256, West Ave. and Indiana Ave., beginning September 20 through September 29, 2022, for the installation of fiber.

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

Jeremy Stutsman, Mayor

DeWayne Riouse, Member

Mary Nichols, Member

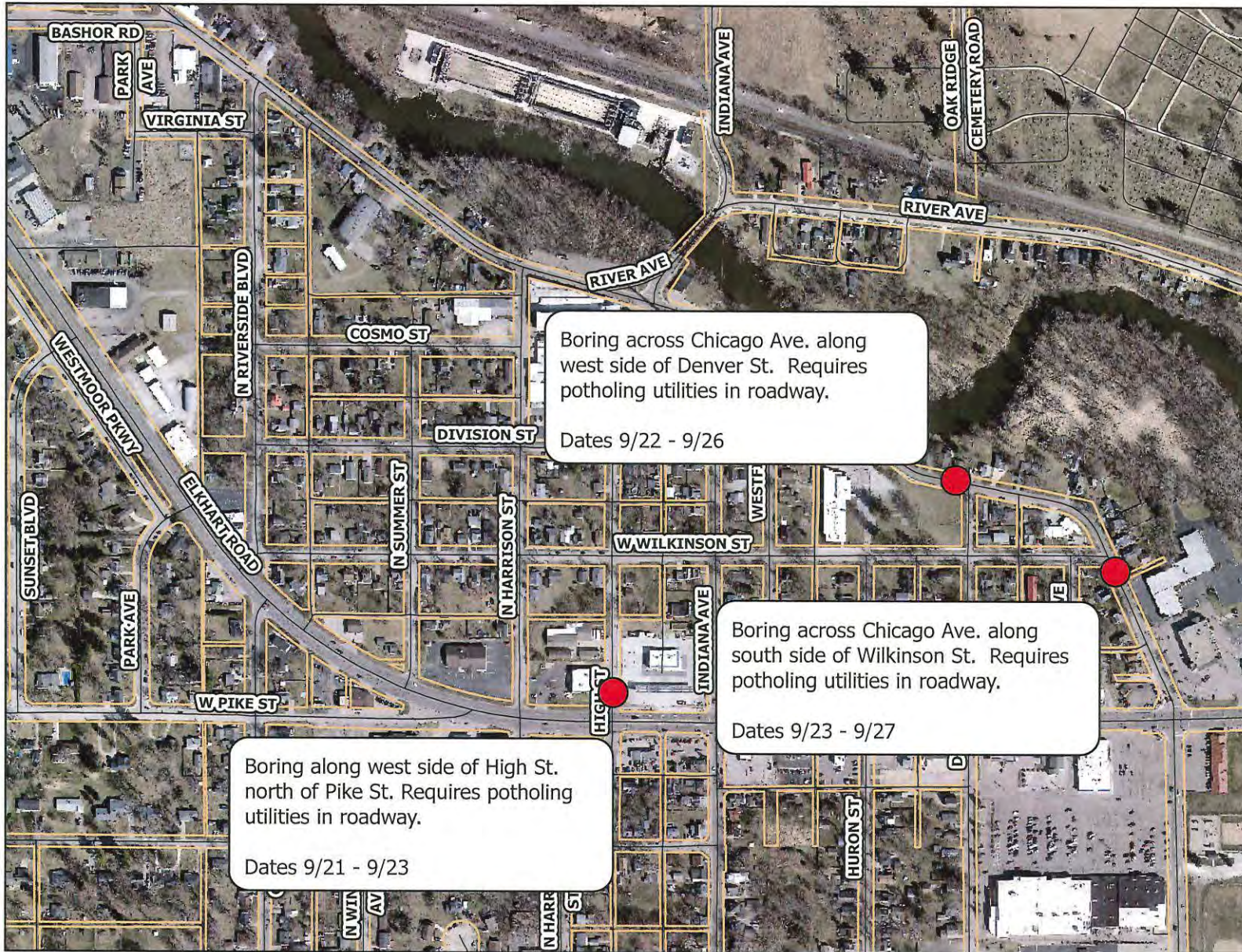
Barb Swartley, Member

Michael Landis, Member

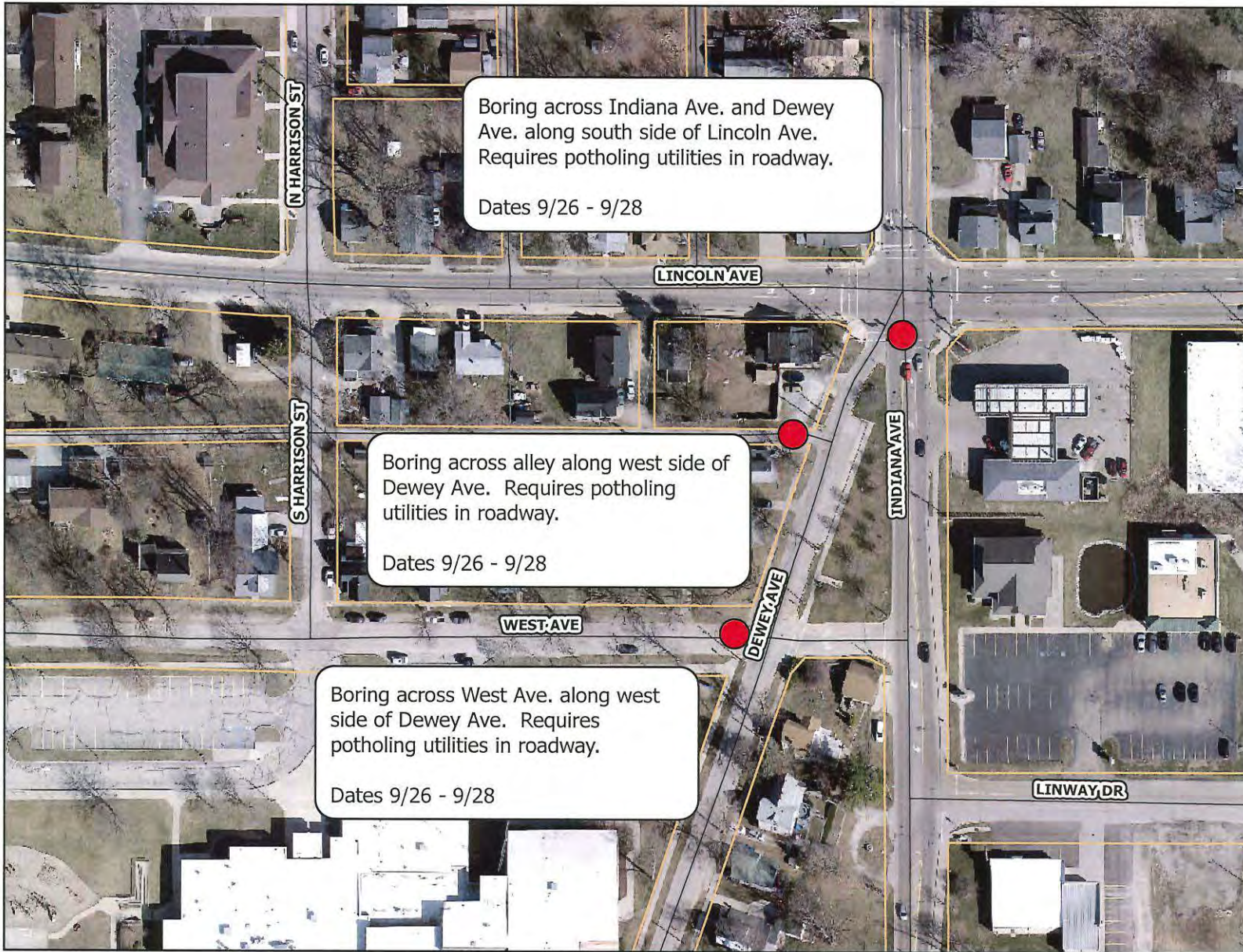
TCS/Frontier Fiber Lane Restrictions



TCS/Frontier Fiber Lane Restrictions



TCS/Frontier Fiber Lane Restrictions





Jeremy P. Stutsman, Mayor
CITY OF GOSHEN

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mayor@goshencity.com • www.goshenindiana.org

DATE: September 19, 2022
TO: Board of Public Works and Safety
FROM: Jeremy Stutsman
RE: Trick-or-Treating hours

I recommend that the hours for trick-or-treating for 2022 be 5:30–8:00 p.m. on Saturday, October 29th.

Thank you for your attention to this matter.