



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

Regular Meeting Agenda

**2:00 p.m., January 9, 2023**

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

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

### **Call to Order by Mayor Jeremy Stutsman**

### **Approval of Minutes: Dec. 19, 2022**

### **Approval of Agenda**

**1) Open bids:** Two single-axle dump trucks and equipment (bids due 1:45 p.m., Jan. 9, 2023)

**2) Police Department:** Promote Corey M. Mosher #177 to Police Sergeant, retroactive to Jan. 6, 2023

**3) Fire Department:** Hire Douglas A. Burggraf Jr. as a Probationary Firefighter effective today, Jan. 9, 2023

**4) Fire Department:** Hire Jordan L. Hunter as a Probationary Firefighter effective today, Jan. 9, 2023

**5) Fire Department:** Hire James M. White as a Probationary Firefighter effective today, Jan. 9, 2023

**6) Fire Department:** Promote Matthew Whitford to Fire Sergeant effective Feb. 20, 2023

**7) LaCasa Inc. request:** Approve the closure of the alley between 214 S. 8th St. and 212 S. 8th St. to replace the foundation wall of 214 S. 8<sup>th</sup>, Jan. 10-17, 2023

**8) Legal Department:** Purchase Agreement for 6 Ton Class Compact Excavator & Equipment

**9) Water Utility:** Approve the recommended 2023 allocation of the \$1.10 monthly sewer and water bill repair fee (0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund)



**10) Engineering Department:** Approve annual agreement with Michiana Council of Governments (MACOG) to supply the City of Goshen with traffic counts, for \$2,000

**11) Stormwater Department:** Approve agreement with Westview Capital, LLC and Allen Edwin Homes for the completion of the home at 1341 Sand Hills Point

**12) Stormwater Department:** Approve the agreement with Greencroft Goshen, LLC for the completion of the home at 2111 Whispering Pines Court

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

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE DECEMBER 19, 2022 REGULAR MEETING**

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

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

**Absent:**

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

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the Dec. 12, 2022 Regular Meeting. Board member Barb Swartley moved to approve the minutes as presented and the motion was seconded by Board member DeWayne Riouse. Motion passed 5-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda. Board member Swartley moved to approve the agenda as submitted. Board member Riouse seconded the motion. Motion passed 5-0.

**1) Fire Department: Accept the retirement of Private Lee Mravec, effective Jan. 6, 2023**

**City Fire Chief Dan Sink** told the Board that after 27 years of dedicated service to the Goshen community, Private Lee Mravec has submitted his letter of intent to retire, effective Jan. 6, 2023. He asked that the Board affirm Private Mravec's retirement from the Goshen Fire Department. Chief Sink added, "We have enjoyed our years of working together with Lee at GFD and his contributions for our success are many and we wish him the very best in his new endeavors." **Mayor Stutsman** echoed the Chief's sentiments.

**Swartley/Riouse** moved to approve the retirement of Private Mravec from the Goshen Fire Department, effective Jan. 6, 2023. Motion passed 5-0.

**2) Fire Department: Approve the promotion of Joseph F. Cestone as Private First Class**

**City Fire Chief Dan Sink** told the Board that Joseph F. Cestone will complete his probationary year at the Goshen Fire Department on Dec. 20, 2022. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; Chief Sink said it was his pleasure to request that Cestone be promoted to the rank of Private First Class for the department, effective Dec. 20, 2022.

**Swartley/Riouse** moved to approve the promotion of Joseph F. Cestone to the rank of Private First Class for the department, effective Dec. 20, 2022. Motion passed 5-0.

*After the Board approved the promotion, Mayor Stutsman swore Private First Class Cestone into office.*

**3) Plan Commission appointment: Approve the reappointment of the Board of Works representative to the City Plan Commission and the announcement of a Mayoral reappointment**

**Mayor Stutsman** asked the Board to approve the reappointment of Richard Worsham as the Board's representative to the City Plan Commission for a term of Jan. 1, 2023 to Dec. 31, 2023.



**Mayor Stutsman** also said he was reappointing **Rolando Ortiz** to the Plan Commission for a four-year term, Jan. 1, 2023 to Dec. 31, 2026. City staff had recommended that **Worsham** and **Ortiz** continue serving on the Plan Commission and both indicated that they were happy to do so.

**Swartley/Riouse** moved to approve the reappointment of **Richard Worsham** as the Board's representative to the City Plan Commission for a term of Jan. 1, 2023 to Dec. 31, 2023. Motion passed 5-0.

**4) Downtown Goshen, Inc. request: Street closures and requests for City services for 2023 First Friday and related events**

Acting on behalf of Downtown Goshen, Inc., **Amanda McMahon**, Event Coordinator for Eyedart Creative Studios, asked the Board to approve multiple street closures and other City services for various First Friday activities in 2023. **McMahon** presented the Board with a three-page list of the requested closures and City services and seven pages of maps detailing the activities, which were included in the Board's agenda packet. More specifically, Downtown Goshen, Inc. requested street closures, barricades, orange fencing, trash containers and police officer patrols for some monthly events starting in January 2023 through December 2023.

**McMahon** outlined the requested street closures, which had already been reviewed and approved by City staff.

**Mayor Stutsman** said the requests for the entire year were being presented to the Board to give downtown businesses and residents more advance notice so they can better plan.

**Board member Landis** thanked **McMahon** for the information. **Mayor Stutsman** said a December street closure map was not included in the packet. **McMahon** said one would be provided.

**Swartley/Riouse** moved to approve multiple street closures for various First Friday activities in 2023 as requested. Motion passed 5-0.

**5) Legal Department: Resolution 2022-36, Share of Cost of Wages and Benefits for 2023**

**Shannon Marks**, the Legal Compliance Administrator for the City Legal Department, asked the Board to adopt Resolution 2022-36, *Share of Costs of Wages and Benefits for 2023*.

**Marks** said there are certain City positions, including elected officials, for which the cost of wages and employment benefits are paid from more than one fund or budget. She said pursuant to the annual compensation ordinances for Elected Officials and for Civil City and Utilities Employees, the Board must annually determine the percentage share of costs for the affected positions that are paid from more than one fund or budget. Resolution 2022-36 is for this purpose. Budgets for the City and for Utilities paid for salaries for the following Departments and Offices: Central Garage, Clerk-Treasurer, Common Council, Community Development, Engineering, Legal, Mayor, and various non-specified positions.

Asked by **Mayor Stutsman** if there had been any major changes. **Marks** said there had not been major changes, but pointed out those that had been made.

**Swartley/Riouse** moved to adopt Resolution 2022-36, *Share of Costs of Wages and Benefits for 2023*. Motion passed 5-0.

**6) Legal Department: Resolution 2022-39, Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers**



**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** asked the Board to pass Resolution 2022-39, *Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers.*

**Marks** said elected officials annually are required to sign certifications attesting that they have read and will abide by state statutes and City policies regarding the employment of relatives by the City and contracting with the City.

**Mayor Stutsman** thanked Clerk-Treasurer **Aguirre** for ensuring all of the certifications were signed and notarized.

**Swartley/Riouse** moved to pass Resolution 2022-39, *Documenting the Submission of the 2022 Annual Certifications by City of Goshen Elected Officers.* Motion passed 5-0.

**7) Legal Department: Award the bid for the purchase of structural firefighter gear to Municipal Emergency Services as the lowest responsible and responsive bidder**

**Brandy Toms, a paralegal with the City Legal Department,** asked the Board to award the bid for the purchase of structural firefighter gear to Municipal Emergency Services as the lowest responsible and responsive bidder and to approve and authorize Mayor Stutsman to execute the agreement with Municipal Emergency Services for the purchase of structural firefighter gear

**Toms** said earlier this year, the City solicited sealed bids for the purchase of structural firefighter gear. Attached to the Board's agenda packet was a bid tabulation for bids received. This tabulation was based on total units intended to be purchased over the course of four years for comparison purposes only. The actual cost of the gear will be based on the number of units purchased each year. **Toms** said it is the City's intent to purchase approximately 20-25 complete sets of firefighter gear each year over the course of the next four years

On Dec. 5, 2022, Municipal Emergency Services of Indianapolis, Indiana, submitted the following bids per item: 1. Coat \$1,886.82; 2. Pant \$1,460.10; 3. Helmet \$441.83; 4. Boot \$378.63; 5. Hood \$125.10; 6. Gloves \$106.55; 7. Extrication Coat \$402.09; and 8. Extrication Pant \$402.09.

**Swartley/Riouse** moved to award the bid for the purchase of structural firefighter gear to Municipal Emergency Services as the lowest responsible and responsive bidder and to approve and authorize Mayor Stutsman to execute the agreement with Municipal Emergency Services for the purchase of structural firefighter gear. Motion passed 5-0.

**8) Legal Department: Award the bid for the purchase of a 6-ton compact excavator to Bobcat of Michiana as the lowest responsible and responsive bidder**

**Brandy Toms, a paralegal with the City Legal Department,** asked the Board to award the bid for the purchase of a 6-ton compact excavator to Bobcat of Michiana as the lowest responsible and responsive bidder.

**Tom** said that while McCann Industries, Inc. was the lowest bidder, the company was not able to meet the requirements of being the responsible and responsive bidder, therefore disqualifying its bid.

On Dec. 12, 2022, Bobcat of Michiana, Elkhart, Indiana submitted these bids: 1. \$91,646.75 (2022 Bobcat E63); 2. Not available (6-in-1 Dozer blade); 3. \$2,597.76 (Angle Blade); 4. \$2,477.62 (Extra Counter Weight).

**Toms** said the actual contract for the purchase will be presented to the Board at a later date.

**Swartley/Riouse** moved to award the bid for the purchase of a 6-ton compact excavator to Bobcat of Michiana as the lowest responsible and responsive bidder. Motion passed 5-0.



**9) Engineering Department: Accept the sanitary sewer infrastructure as listed as a public asset and that the infrastructure be accepted for maintenance within the previously dedicated easement for the Elkhart Market Center project**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to accept the sanitary sewer infrastructure as listed as a public asset and that the infrastructure be accepted for maintenance within the previously dedicated easement for the Elkhart Market Center project.

**Sailor** said the installation of infrastructure (sanitary sewer) has been satisfactorily completed by the Brixmor Group for the Elkhart Market Center, 4024 Elkhart Road. He said the value of the infrastructure was \$451,595. The Engineering Department recommends that the infrastructure be accepted for maintenance. A copy of the maintenance bond and letter of dedication were attached to the Board's meeting packet.

**Swartley/Riouse** moved to accept the sanitary sewer infrastructure as listed as a public asset and that the infrastructure be accepted for maintenance within the previously dedicated easement for the Elkhart Market Center project. Motion passed 5-0.

**10) Engineering Department: Approve the corrections to the certified inventory for the City's centerline mileage and authorize Mayor Stutsman to sign a letter stating that all the requested changes to the inventory are accepted and maintained by the City**

**City Civil Traffic Engineer Josh Corwin** told the Board that the Indiana Department of Transportation (INDOT) maintains an inventory of certified centerline mileage for each jurisdiction in the state for the purposes of allocating funds. Attached to the Board agenda packet were corrections to the City's certified roadway mileage inventory, having a net total of +3.04 miles. Currently, the City has a certified inventory of 143.40 centerline miles. Corwin said the additional 3.04 miles, when certified by the state, will bring the new inventory total to 146.44 miles.

**Corwin** asked the Board to approve the corrections to the certified roadway mileage inventory and authorize Mayor Stutsman to sign the attached cover letter stating all the requested changes to the inventory are accepted and maintained by the City.

**Board member Landis** asked why there was a discrepancy in the mileage between the State and the City. **Corwin** said some new roads were built and that City made some corrections in the State and City totals.

**Swartley/Riouse** moved to approve the corrections to the certified roadway mileage inventory and authorize Mayor Stutsman to sign the attached cover letter stating all the requested changes to the inventory are accepted and maintained by the City. Motion passed 5-0.

**11) Engineering Department: Move to release the 3-year bond and accept the First Street Reconstruction project for permanent maintenance**

**City Director of Public Works & Utilities Dustin Sailor** said final inspection of the project has taken place. The infrastructure (water, sewer, storm, concrete curb, sidewalk, & pavement) has been found to meet City standards and specifications. So, the Engineering Department, recommended that the City of Goshen release the three-year maintenance bond, which was posted by Walsh & Kelly Construction for water, sewer, storm, concrete curb, sidewalk & pavement in the amount of \$111,554.38.

**Swartley/Riouse** moved to release the three-year bond and accept the First Street Reconstruction project for permanent maintenance. Motion passed 5-0.



**12) Engineering Department: Approve and authorize the Mayor to sign Agreement Amendment No. 2 with Abonmarche Consulting for GIS & IT Services to extend its contract services completion date to May 1, 2023**  
**City Director of Public Works & Utilities Dustin Sailor** said the City is currently under contract with Abonmarche Consulting for on-call GIS services and for the following tasks: develop a GIS Strategic Plan, implement the Strategic Plan, support GIS Priority Programs (leak detection, hydrant inspections), and integrate CCTV2 software with GIS. The original term for accomplishing this scope was by the end of this calendar year. Sailor said the GIS Strategic Plan, and implementation of the Plan will remain incomplete by this deadline and so Amendment No. 2 is designed to extend the completion date of all tasks to May 1, 2023.

**Sailor** said the original terms of the Agreement were unmet this fall due to the discovery that the server system upon which the City's GIS was originally deployed needed to be reconfigured to ensure data security and functionality. Other tasks were dependent upon the deployment of this updated server environment. The deployment process took some time and used funds dedicated to on-call services and Strategic Plan implementation.

**Sailor** said the updated service agreement changes the completion date, but retains the same fee structure and a total not to exceed amount of \$100,000.00. As of the last invoice dated Nov. 23, 2022, \$38,912.50 remained of the contracted amount.

He asked the Board to approve and authorize the Mayor to sign Agreement Amendment No. 2 with Abonmarche Consulting for GIS and IT Services to extend its contract services completion date to May 1, 2023.

**Swartley/Riouse moved to approve and authorize the Mayor to sign Agreement Amendment No. 2 with Abonmarche Consulting for GIS and IT Services to extend its contract services completion date to May 1, 2023. Motion passed 5-0.**

**13) Engineering Department: Approve and authorize the Mayor to sign Agreement 2023 GIS and IT On-Call Services with Abonmarche Consulting for a not to exceed fee of \$60,000**

**City Director of Public Works & Utilities Dustin Sailor** asked the Board to approve and authorize the Mayor to sign Agreement 2023 GIS and IT On-Call Services with Abonmarche Consulting for a not to exceed fee of \$60,000. In a memorandum to the Board, **Sailor** reported that the City is currently under contract with Abonmarche Consulting for on-call GIS1 services and for the following tasks: develop a GIS Strategic Plan, implement the Strategic Plan, support GIS Priority Programs (leak detection, hydrant inspections), and integrate CCTV2 software with GIS. At this time, the 2022 funds dedicated to on-call services have been fully utilized.

Amendment No. 2 for 2022 GIS and IT Services extends the deadline for completion of the Strategic Plan and its implementation. A need remains going into 2023 for on-call services to advise and assist the new GIS Coordinator in deploying and maintaining GIS systems that support workflows across City Departments.

**Sailor** indicated that support over the next year is anticipated to include guidance for system updates, exploration of a more collaborative relationship with Elkhart County GIS systems, development of field and office applications, and continued training of the GIS Coordinator in database and user management. The 2023 GIS and IT On-Call Services agreement is for a not to exceed amount of \$60,000. Since support needs are expected to be ongoing for the foreseeable future, the Agreement includes an annual auto-renewal provision for the next three years unless terminated in writing with 90 days' notice.

**Swartley/Riouse moved to approve and authorize the Mayor to sign Agreement 2023 GIS and IT On-Call Services with Abonmarche Consulting for a not to exceed fee of \$60,000. Motion passed 5-0.**



**14) Engineering Department: Request to enter into a Water Utility On-call Professional Service Agreement with Donohue and Associates for \$20,000 and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement**

**City Director of Public Works & Utilities Dustin Sailor** said the Goshen Water Utility utilizes Donohue & Associates technical expertise to troubleshoot and provide advice on the maintenance of the Supervisory Data Acquisition System (SCADA). He said the Utility has had previous on-call service agreements with Donohue and Associates. Prior to each task being undertaken, a Task Order is completed that reviews the scope of work and establishes the anticipated level of effort in dollars.

In his written request, **Sailor** asked the Board to enter into a Water Utility On-call Professional Service Agreement with Donohue and Associates for \$20,000, and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement.

**Swartley/Riouse** moved to enter into a Water Utility On-call Professional Service Agreement with Donohue and Associates for \$20,000, and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement. Motion passed 5-0.

**15) Engineering Department: Request to enter into a Wastewater On-call Professional Service Agreement with Donohue and Associates for \$39,800 and authorize the Mayor to sign task orders prepared under the terms and conditions of the agreement**

**City Director of Public Works & Utilities Dustin Sailor** told the Board the Goshen Wastewater Utility utilizes Donohue & Associates' technical expertise to address minor plant operation issues, perform operation reviews of equipment and processes, and troubleshoot and provide advice on the maintenance of the Supervisory Data Acquisition System (SCADA). He said the Utility has had previous on-call service agreements with Donohue and Associates. Prior to each task being undertaken, a Task Order is completed that reviews the scope of work and establishes the anticipated level of effort in dollars. With this agreement, Task Order No. 1 is included for Donohue & Associates to update the City's Wastewater Local Limits for submittal to IDEM and the U.S. EPA Region 5. For the 2023 Wastewater On-call Services Agreement, **Sailor** said Goshen's Wastewater Utility was asking the Board's permission to enter into a three-year \$39,800 professional service agreement with Donohue and Associates, and additionally requests that the Mayor be allowed to sign task orders prepared under the terms and condition of the agreement. **Sailor** said that the City will seek an extension of the agreement if needed.

**Swartley/Riouse** moved to enter into a three-year \$39,800.00 professional service agreement with Donohue and Associates, and additionally to authorize that the Mayor be allowed to sign task orders prepared under the terms and condition of the agreement. Motion passed 5-0.

**16) Clerk-Treasurer's Office: Approve the 2023 Board of Works meeting calendar**

**City Clerk-Treasurer Richard R. Aguirre** asked the Board approve the Board's proposed calendar for 2023. The calendar indicates days that the Board will be meeting as well as holidays and other special dates for 2023.

**Aguirre** said once approved, the calendar will be distributed to the news media, City Departments, and other people on the Board's meeting distribution list. It also will be posted on the City's website.

**Aguirre** said that if there are instances when a meeting quorum will not be possible, adequate public notice will be given and meetings will be cancelled. Advance notice also will be given for any special Board meetings.





Swartley/Riouse moved to approve the Board's meeting calendar for 2023. Motion passed 5-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:32 p.m.

Richard Barnum, Assistant City Street Commissioner, announced that the City's annual Christmas tree pickup will begin Jan. 3 and will run until Feb. 6, 2023, weather permitting.

Mayor Stutsman announced that DeWayne Riouse has submitted his resignation from the Board of Works to pursue other opportunities in another city. The Mayor told Riouse he appreciated his service, and especially his advocacy for tenants. Riouse thanked the Mayor.

There were no further comments, so Mayor Stutsman closed Privilege of the Floor.

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

Mayor Stutsman adjourned the Board of Works meeting at 2:33 p.m.

APPROVED

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Mayor Jeremy Stutsman

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Mike Landis, Member



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Mary Nichols, Member

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DeWayne Riouse, Member

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Barb Swartley, Member

ATTEST

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Richard R. Aguirre, City of Goshen Clerk-Treasurer



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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** Jan. 9, 2023  
**Subject:** Open bids: Two Single-Axle Dump Trucks (Solicitation No. B-2022-006)

The City of Goshen Board of Public Works and Safety solicited sealed offers for the purchase of **two Single-Axle Dump Trucks for the Street Department**. Offers were required to be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. on Jan. 9, 2023.

**Opportunity:** Two 2022 or newer single-axle trucks with heavy duty dump body with underbody scrapper that meet the needs and desires of the City of Goshen Street Department. Besides the Single-Axle Dump Trucks (Items 1 and 2), offers also were solicited for the following optional item:

**Optional Item 3:** Spreader (up to two)

All offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on Jan. 9, 2023 during the Board meeting in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.



**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: January 9<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: **Promotion of Cory M. Mosher from Patrol Officer to Sergeant**

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Officer Corey M. Mosher from the position of Patrol Officer to the rank of Sergeant. Officer Mosher has worked on the police department approximately seven (7) years and has demonstrated he will be an asset to our department as a supervisor. Corey is currently a K-9 handler and Field Training Officer for the department. I request the promotion to be **retroactive to Friday January 6<sup>th</sup>, 2023.**

**\*\*Corey will be present for the swear in\*\***

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**



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

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

January 3, 2023

To: The Board of Works and Public Safety

RE: Hire Douglas A. Burggraf Jr. as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Douglas A. Burggraf Jr. has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Doug as a Probationary Firefighter for the Goshen Fire Department, effective January 09, 2023.

Thank you.



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

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

January 3, 2023

To: The Board of Works and Public Safety

RE: Hire Jordan L. Hunter as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Jordan L. Hunter** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Jordan as a Probationary Firefighter for the Goshen Fire Department **effective today, January 09, 2023.**

Thank you.



**Danny C. Sink, Chief**  
**FIRE DEPARTMENT, CITY OF GOSHEN**

209 North Third Street • Goshen, IN 46526-3201

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

January 3, 2023

To: The Board of Works and Public Safety

RE: Hire James M. White as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that James M. White has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire James as a Probationary Firefighter for the Goshen Fire Department effective today, January 09, 2023.

Thank you.



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

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

January 05, 2023

To: Board of Works and Public Safety

RE: Promotion of Matthew Whitford to Fire Sergeant

From: Fire Chief Danny Sink

Matthew Whitford has passed all of the tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Matthew to the rank of Fire Sergeant for the Goshen Fire Department on February 20, 2023. Thank you



1/4/2023

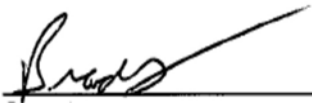
Board of Works,

LaCasa Inc. would like to respectfully request the closure of the alley between 214 S. 8<sup>th</sup> St. and 212 S. 8<sup>th</sup> St.. We will be replacing the foundation wall of 214 S. 8<sup>th</sup> immediately adjacent and south of the subject alley. We expect to complete the excavation on Tuesday 1/10 and complete the work by the following Tuesday 1/17. We will post barricades on the 8<sup>th</sup> St. side of the alley to prevent cars from entering the alley. We will install waddles and inlet protection to prevent sediment from entering the storm drainage system from this project. At completion of the project we will sweep and clean the alley to restore to previous condition.

We have notified the next door neighbors of this request.

Thank you for your consideration of this request.

Respectfully submitted,



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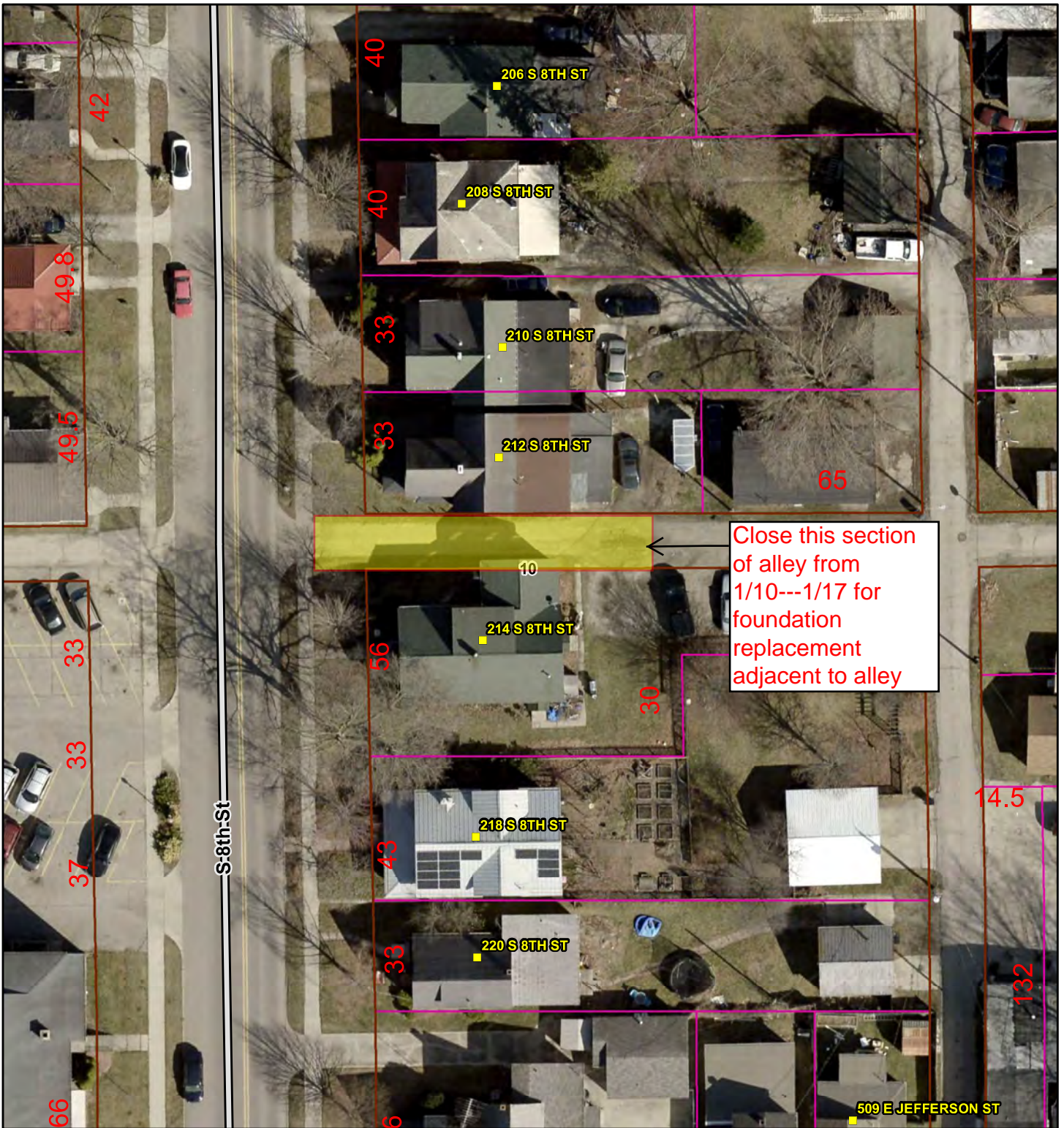
Brad Hunsberger  
V.P. Real Estate Development  
LaCasa Inc.

Lacasa - Goshen  
202 N. Cottage Ave.  
Goshen, IN 46528  
(574) 533-4450

Lacasa - Elkhart  
516 S. Main Street  
Elkhart, IN 46516  
(574) 533-4450

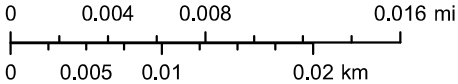


# 214 S. 8th St. Alley Closure



Close this section of alley from 1/10---1/17 for foundation replacement adjacent to alley

1:500





**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

January 9, 2023

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Purchase Agreement for 6 Ton Class Compact Excavator and Equipment

Attached for the Board’s approval and to authorize Mayor Stutsman to execute is purchase agreement with Bobcat of Michiana for the purchase of a 6-Ton class compact excavator and equipment. Bobcat of Michiana will be paid as follows for this purchase:

2022 Bobcat E60 R2-Series Compact Excavator	\$91,646.75
Angle blade attachment	\$ 2,597.76
Extra counter weight	<u>\$ 2,477.62</u>
<b>Total purchase price</b>	<b>\$69,722.13</b>

**Suggested Motion:**

Approve and authorize Mayor to execute the purchase agreement with Bobcat of Michiana for the purchase of a 6-Ton class compact excavator and equipment, for the total purchase price of \$69,722.13

# PURCHASE AGREEMENT

## The Purchase of 6 Ton Class Compact Excavator

THIS PURCHASE AGREEMENT (“Agreement”) is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **Bobcat of Michiana** (“Supplier”), whose mailing address is 28747 Old 33, Elkhart, Indiana 46516, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Effective Date**

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

### **Section 2. Purchase**

- (A) Subject to the terms and conditions set forth in this Agreement, Supplier shall provide to City the items, goods, materials, or equipment (hereinafter referred to as “Supplies”) as specified in accordance with the attached Specifications entitled “Detailed Specifications” attached as Attachment A.
- (B) In the event of any conflict between the terms of this Purchase Agreement and the terms contained in the Specifications or Supplier’s Proposal incorporated with this purchase agreement, the documents shall be given precedence in order as listed (this Agreement first, Specifications second, and Proposal third).

### **Section 3. Delivery**

- (A) Supplier agrees to deliver an E60 R2-Series Bobcat Compact Excavator with any and all included attachments within ninety (90) calendar days from the effective date of this agreement.
- (B) The Supplies shall be delivered FOB Destination to the following address:  
City of Goshen Central Garage  
Attention: Carl Gains  
320 Steury Avenue  
Goshen, IN 46528

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

- (C) Delivery date shall be the date the complete items, goods, materials, or equipment (“Supplies”), installed and/or ready to operate (if applicable), has been delivered to City. To be accepted, the Supplies must successfully pass an inspection by City. The inspection shall include an operational test (if applicable) to ensure the Supplies meet both the specifications and are operable. Unless

otherwise noted in the specifications, the inspection will be completed within fifteen (15) calendar days of the delivery date. Unless otherwise noted in the specifications, the warranty for the Supplies shall become effective on the date of acceptance. Acceptance also requires the delivery of all manuals, ownership papers, and a certificate of origin, if required, for the Supplies.

#### **Section 4. Purchase Price; Payment**

- (A) City agrees to compensate Supplier for the purchase of the 2022 Bobcat E60 R2-Series Compact Excavator as provided in accordance with Supplier's proposal of the sum of \$91,646.75.
- (B) City agrees to compensate Supplier for the purchase of the angle blade attachment as provided in accordance with Supplier's proposal of the sum of \$2,597.76.
- (C) City agrees to compensate Supplier for the purchase of the extra counter weight as provided in accordance with Supplier's proposal of the sum of \$2,477.62.
- (D) City shall pay Supplier after delivery and final acceptance of the Supplies, and upon receipt of a detailed invoice from Supplier. Any payment made by the City before final acceptance of the Supplies shall not affect the obligation of Supplier to repair or replace any defective parts or equipment.
- (E) The invoice shall be sent to the following address, or at such other address as City may designate in writing.  
  
City of Goshen Water and & Sewer Department  
Attention: Kent Holdren  
308 N. 5<sup>th</sup> Street  
Goshen, IN 46528
- (F) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Supplier is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Inspection**

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

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

**Section 6. Warranty**

Unless otherwise stated in the Specifications, Supplier shall guarantee the Supplies for a period of two (2) years from date of acceptance. Failure of any portion of the Supplies due to improper materials or workmanship, materials of construction or design may result, at City's option, in a refund to City of the purchase price of that portion which failed or, in the alternative, in replacement of that portion which failed at no cost to City, in addition to all other remedies provided by law and by this Agreement. City shall be the sole judge of the sufficiency of workmanship and quality of materials.

**Section 7. Independent Contractor**

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

**Section 8. Non-Discrimination**

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

**Section 9. Employment Eligibility Verification**

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

participate in the E-Verify program if Supplier is self-employed and does not employ any employees.

- (B) Supplier shall not knowingly employ or contract with an unauthorized alien, and Supplier shall not retain an employee or continue to contract with a person that the Supplier subsequently learns is an unauthorized alien.
- (C) Supplier shall require their subcontractors, who perform work under this contract, to certify to the Supplier 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. Supplier agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Supplier 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 Supplier 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 Supplier certifies that Supplier 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, Supplier certifies that Supplier does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

### **Section 12. Indemnification**

Supplier shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against (1) 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 Supplier or any of Supplier's agents, officers and employees; or (2) any defect in materials or workmanship of any supply, material, mechanism, or other product or service which Supplier or any of Supplier's officers, agents, employees, or subcontractors has supplied to City or has used in connection with this Agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Supplier 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, if any, under this Agreement.

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

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

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

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

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

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

- (D) The Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties.
- (E) City may terminate this Agreement, in whole or in part, in the event of default by Supplier.
- (F) 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

Supplier: Bobcat of Michiana  
Attention: Robert Tidey  
28747 Old 33  
Elkhart, IN 46516

### **Section 17. Subcontracting or Assignment**

- (A) Supplier shall not subcontract or assign any right or interest under the Agreement, including the right to payment, without having prior written approval from City. Any attempt by Supplier to subcontract or assign any portion of the Agreement shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.
- (B) In the event that City approves of any such subcontracting, assignment or delegation, Supplier shall remain solely responsible for managing, directing and paying the person or persons to whom such responsibilities or obligations are sublet, assigned or delegated. City shall have no obligation whatsoever toward such persons. Supplier shall take sole responsibility for the quality and quantity of any services rendered by such persons. Any consent given in accordance with this provision shall not be construed to relieve Supplier from any responsibility to fulfill all contractual obligations.

### **Section 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**

- (C) Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

- (D) Supplier agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of providing supplies. Failure to do so maybe deemed a material breach of agreement.

**Section 21. Miscellaneous**

- (E) 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.
- (F) 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.
- (G) 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 Supplier.

**Section 25. Authority to Bind Supplier**

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

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

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

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

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

**Bobcat of Michiana**

---

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

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

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



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

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

January 6, 2023

To the Board of Public Works and Public Safety and Stormwater Board:

As per Ordinance No. 4531, the Board of Public Works and Safety and Stormwater Board is to annually review the Residential Water and Sewer Line Maintenance Repair Fund balances and decide on how the \$1.10 one dollar and ten cent repair fee is to be divided and assessed per the monthly water and sewer bills.

The total expenditure in 2022 was \$38,198.25 for water and \$78,412.05 for sewer.

Based on the attached expenditure and yearend balance information, it is the Water Department Superintendent's recommendation that \$0.40 cents be allocated to the Water Fund and \$0.70 cents be allocated to the Sewer Fund in 2023.

Sewer Repair Fund			
Year	Claims	Balance Year End	Assessment per Sewer Bill
2007	\$15,400.40	\$87,227.12	\$0.70
2008	\$11,333.79	\$153,559.95	\$0.70
2009	\$25,368.83	\$151,593.93	\$0.20
2010	\$17,418.84	\$136,394.38	\$0.00
2011	\$74,386.98	\$78,316.97	\$0.00
2012	\$19,907.18	\$89,962.79	\$0.50
2013	\$6,274.14	\$111,871.46	\$0.30
2014	\$46,081.22	\$90,185.23	\$0.10
2015	\$41,852.98	\$70,802.22	\$0.45
2016	\$16,608.44	\$94,239.47	\$0.45
2017	\$74,303.86	\$57,285.97	\$0.35
2018	\$46,206.69	\$63,737.88	\$0.55
2019	\$105,322.53	\$19,109.39	\$0.30
2020	\$37,891.34	\$41,533.86	\$0.60
2021	\$18,421.43	\$44,937.32	\$0.20
2022	\$78,412.05	\$19,262.29	\$0.70



**Kent Holdren, Superintendent**  
**WATER UTILITY, CITY OF GOSHEN**

308 North Fifth Street • Goshen, IN 46528-2802

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

Water Repair Fund			
Year	Claims	Balance Year End	Assessment per Water Bill
2009	\$10,002.11	\$9,823.30	\$0.50
2010	\$21,060.54	\$43,785.20	\$0.70
2011	\$32,050.71	\$64,731.03	\$0.70
2012	\$21,814.07	\$69,883.58	\$0.20
2013	\$15,041.79	\$89,836.71	\$0.40
2014	\$37,187.38	\$117,183.56	\$0.60
2015	\$33,903.39	\$93,912.84	\$0.25
2016	\$20,969.69	\$94,603.17	\$0.25
2017	\$40,107.06	\$85,849.13	\$0.35
2018	\$47,435.98	\$52,972.17	\$0.15
2019	\$59,240.78	\$29,935.90	\$0.40
2020	\$34,052.56	\$9,130.20	\$0.10
2021	\$27,546.38	\$20,043.75	\$0.50
2022	\$38,198.25	\$38,644.52	\$0.40

**Recommended motion:**

Approve the recommendation of the Goshen Utility Department to allocate 0.40 cents to the Water Maintenance Fund and 0.70 cents to the Sewer Maintenance Fund for the 2023 billing year.

Regards,

**Kent Holdren**  
Superintendent  
Goshen Water and Sewer Collections



**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: Goshen Engineering

RE: **AGREEMENT WITH MACOG FOR TRAFFIC COUNTS  
JN: 2023-0003**

DATE: January 9, 2023

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Attached is the annual Agreement with MACOG to supply the City of Goshen with Traffic Counts at locations listed in the Agreement.

MACOG will also complete two (2) intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections we will ask to be done.

The Agreement is in the amount of \$2,000.00.

**Requested Motion: Approve agreement with MACOG for \$2,000.00 for annual traffic counts.**

## **MEMORANDUM OF UNDERSTANDING**

THIS AGREEMENT is made and entered into by and between the City of Goshen by and through the Board of Public Works and Safety, hereinafter referred to as "City", and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

### **WITNESSETH:**

**WHEREAS**, the City, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the traffic count data using MACOG staff,

**WHEREAS**, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics.

**WHEREAS**, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region,

**WHEREAS**, MACOG has professional staff that collects and maintains traffic count database program throughout the region,

**WHEREAS**, MACOG working in partnership with its member cities, towns and counties is the data repository for the regions reporting and traffic statistics and as traffic count data is a major factor in the selection of projects for federal, state and local road projects it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

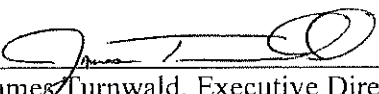
**IT IS THEREFORE AGREED** by and between the City and MACOG:

1. MACOG will collect traffic count data for the City at those sites within the county as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with the City will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a minimum of forty-eight (48) hours.

5. Data collected will be posted to the macoggis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however the City is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City agrees to provide the MACOG **\$2,000**, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2022) of this agreement.
8. This memorandum of understanding may be declared null and void if:
  - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
  - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2022 through June 30, 2023 with provision for annual renewal.

**IN WITNESS WHEREOF**, City and MACOG, through the undersigned officials, have hereunto affixed their signatures.

**Michiana Area Council of Governments**

  
\_\_\_\_\_  
James Turnwald, Executive Director

Date: September 14, 2022

**City of Goshen**

\_\_\_\_\_

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



FY 2023 Counts - City of Goshen  
30 Counts

Site	Street	Location	Latitude	Longitude
6004	BEAVER LANE	S OF WILDEN AVENUE	41.596882	-85.857997
6014	CLINTON STREET	E OF GREENE ROAD	41.587889	-85.866222
6020	COLLEGE AVENUE	E OF SR 15 (MAIN STREET)	41.566148	-85.828324
6023	COLLEGE AVENUE	E OF GREENCROFT BOULEVARD	41.566138	-85.810937
6026	COTTAGE AVENUE	N OF LINCOLN AVENUE	41.586744	-85.829048
6030	CR 19	W OF INDIANA AVENUE	41.600261	-85.849702
6034	PEDDLERS VILLAGE ROAD	NE OF US 33	41.609363	-85.878237
6045	8TH STREET	S OF LINCOLN AVENUE	41.585525	-85.828164
6046	8TH STREET	S OF MADISON STREET	41.581359	-85.828068
6047	11TH STREET	N OF COLLEGE AVENUE	41.566769	-85.823269
6048	8TH STREET	S OF PLYMOUTH AVENUE	41.574942	-85.827949
6049	15TH STREET	N OF COLLEGE AVENUE	41.567751	-85.818214
6056	5TH STREET	S OF MADISON STREET	41.581731	-85.832911
6060	1ST STREET	N OF PIKE STREET	41.589506	-85.84001
6064	GREENE ROAD	S OF BASHOR ROAD	41.59375	-85.867647
6066	GREENE ROAD	S OF CLINTON STREET	41.587388	-85.867538
6076	INDIANA AVENUE	N OF PLYMOUTH AVENUE	41.57357	-85.84807
6106	LINCOLN AVENUE	E OF 3RD STREET	41.586456	-85.835329
6144	MIDDLEBURY STREET	E OF MAIN STREET	41.592331	-85.834064
6159	NEW YORK STREET	E OF 9TH STREET	41.570961	-85.825593
6161	REGENT STREET	N OF CR 40	41.538971	-85.822304
6162	OAKRIDGE AVENUE	W OF SR 15 (MAIN STREET)	41.595289	-85.835202
6163	REGENT STREET	N OF WATERFORD MILLS PARKWAY	41.5419	-85.821053
6184	PURL STREET	E OF 9TH STREET	41.579722	-85.826247
6186	REYNOLDS STREET	E OF 9TH STREET	41.578344	-85.825297
6190	2ND STREET	N OF US 33 (PIKE STREET)	41.589793	-85.837751
6193	16TH STREET	N OF COLLEGE AVENUE	41.566683	-85.816941
6206	WASHINGTON STREET	E OF 6TH STREET	41.585088	-85.830982
6209	CR 40	W OF SR 15	41.543092	-85.829396
30028	COLLEGE AVENUE	W OF 15TH STREET	41.566132	-85.819769



**Stormwater Department  
CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION  
PROJECT 1341 SAND HILLS POINT**

DATE: January 9, 2023

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The home at 1341 Sand Hills Point has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Board to execute.

The property owner Westview Capital, LLC and builder Allen Edwin Homes agree to complete all stabilization work by June 15, 2023. The expected cost of work is two thousand two hundred and sixty dollars (\$2,260) and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Westview Capital, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1341 Sand Hills Point.**

**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on January 9, 2023, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Westview Capital, LLC

and, if the builder is responsible for completing the remaining work,

Builder: Allen Edwin Homes

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 1341 Sand Hills Pt, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2023, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 4,760 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_.
- Install the hard surface parking lot for the Site.
- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_
- Other: \_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_  
two thousand two hundred and sixty dollars Dollars (\$ 2,260 )  
to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **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.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Permittee:

Property Owner: Westview Capital, LLC  
2186 E Centre Ave  
Portage, MI  
49002

Builder: Allen Edwin Homes  
2186 E Centre Ave  
Portage, MI  
49002

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

12. **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.

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee:<sup>1</sup>**

Property Owner:

Signature: Tyl Wallin  
Printed: Tyler Wallin  
Title (if any): Project Manager  
Date: 1/4/23

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title (if any): \_\_\_\_\_  
Date: \_\_\_\_\_

Builder:

Signature: Tyl Wallin  
Printed: Tyler Wallin  
Title: Project Manager  
Date: 1/4/23

**Goshen:**

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

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

\_\_\_\_\_  
Michael Landis, Board of Works and Safety

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

\_\_\_\_\_  
Mary Nichols, Board of Works and Safety

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

\_\_\_\_\_  
Barb Swartley, Board of Works and Safety

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





Stormwater Department

CITY OF GOSHEN

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

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

stormwater@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION  
PROJECT 2111 WHISPERING PINES COURT**

DATE: January 9, 2023

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The home at 2111 Whispering Pines Court has passed its final building inspection and the project is substantially complete except for exterior stabilization work. This final requirement cannot be completed at this time due to weather conditions.

The Stormwater Department thus submits Agreements for the Completion of the Construction Project for approval and authorizations for the Board to execute.

The property owner Greencroft Goshen, LLC agrees to complete all stabilization work by June 15, 2023. The expected cost of work is one thousand four hundred and eighty-five dollars (\$1,485) and a surety to guarantee the timely and proper completion of the work is not required.

**Requested Motion: Approve and authorize the Board to execute the Agreement with Greencroft Goshen, LLC for the Completion of the Construction Project at 2111 Whispering Pines Court.**

**AGREEMENT FOR THE COMPLETION  
OF THE CONSTRUCTION PROJECT**

THIS AGREEMENT is entered into on January 9, 20 23, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greencroft Goshen, LLC

and, if the builder is responsible for completing the remaining work,

Builder: \_\_\_\_\_

No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: 2111 Whispering Pines Court, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

- certain exterior work that cannot be completed due to weather conditions.
- the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than June 15, 2023, unless an earlier date is specified below:

Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 10,000 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Install the hard surface driveway for the Site.

- Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
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- Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than \_\_\_\_\_, 20\_\_\_\_\_.
- Install all required parking lot striping for parking spaces at the Site.
- Install approximately \_\_\_\_\_ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: \_\_\_\_\_  
\_\_\_\_\_
- Install approximately \_\_\_\_\_ of concrete sidewalk at the Site to the building entrance.
- Install the following certain parts or equipment at the Site: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- Other: \_\_\_\_\_  
\_\_\_\_\_

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars (\$2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

- Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.
- Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances

and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

5. **DEFAULT.** It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. If Surety is provided under this agreement, Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety, if required, and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

6. **SUBCONTRACTING OR ASSIGNMENT OF CONTRACT.** Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.
7. **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 and such modification is approved by the Goshen Board of Public Works and Safety. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
8. **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.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson Street, Suite 2  
Goshen, IN 46528

Address for Permittee:

Property Owner: Greencroft Goshen, LLC  
Attention: Troy Handrich  
1721 Greencroft Blvd., P.O. Box 819  
Goshen, IN 46527-0819

Builder: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

No Builder

10. **APPLICABLE LAWS.** Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

12. **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.

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

14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

**Permittee:<sup>1</sup>**

Property Owner:

Signature: Troy Handrich  
Printed: Troy Handrich  
Title (if any): Director of Maint  
Date: 1/5/22

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title (if any): \_\_\_\_\_  
Date: \_\_\_\_\_

Builder:

Signature: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Goshen:**

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

<sup>1</sup> The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

---

Michael Landis, Board of Works and Safety

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

---

Mary Nichols, Board of Works and Safety

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

---

Barb Swartley, Board of Works and Safety

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