



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., January 30, 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: Jan. 23, 2023

Approval of Agenda

- 1) Downtown Goshen, Inc. request:** Approval to use two parking spots in front of 216 South Main Street, from 2-10 p.m., on Feb. 3, March 3, and April 7 for First Friday events
- 2) Hayden Schmucker request:** Approval for the installation of new gravel in the alley next to 1706 Church Street and extension of the gravel driveway to a new outbuilding
- 3) Legal Department:** Approve Resolution 2023-02 - Service Delivery Agreement between County of Elkhart and Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds
- 4) Legal Department:** Agreement with Peerless Midwest, Inc. for testing for a potential new well field just north of the Goshen Airport
- 5) Legal Department:** Agreement with Jones Petrie Rafinski for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue
- 6) Water & Sewer Office:** Request to approve unpaid final accounts
- 7) Engineering Department:** Approve and authorize the Board to execute the Agreement D&M Sangha II, LLC and McCollough Scholten Construction, Inc. for the Completion of the Construction Project at 2611 Peddlers Village Road
- 8) Engineering Department:** Approve and authorize the Board to execute the agreement with Greencroft Goshen, LLC for the Completion of the Construction Project at 2113 Whispering Pines Court



9) Engineering Department: Authorize Mayor Stutsman to sign the Indiana Department of Environmental Management's Notice of Intent to issue permits for sanitary sewer construction

10) Engineering Department: Approve Change Order No. 6 in the amount of \$217.00 for The Crossing Subdivision Drainage Improvements, which is a 5.83% increase to the contract price, to allow HRP to complete the above work

11) Engineering Department: Approve and authorize the Mayor to sign the Quiet Zone Project Initiation form

12) Clerk-Treasurer & Utilities Offices: Allow the Clerk-Treasurer's Office and Utilities Office to void \$16,295.39 in outstanding warrants dated on or before Dec. 31, 2020

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., January 30, 2023

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

13) Stormwater Department: Accept the post-construction stormwater management plan for Genesis Products, Inc. Plant 10 as it has been found to meet the requirements of City Ordinance 4329

14) Stormwater Department: Accept the post-construction stormwater management plan for Keystone RV Plant #23 - Building Addition as it has been found to meet the requirements of City Ordinance 4329

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE JANUARY 23, 2023 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 and Barb Swartley

Absent: None

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 Jan. 9, 2022 Regular Meeting. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Barb Swartley. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda with the addition of item #17. *Legal Department: Approve and authorize Mayor to execute a revised agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924.00.* Board member Nichols moved to approve the agenda as suggested. Board member Swartley seconded the motion. Motion passed 4-0.

1) Police Department: Approve the hiring of Daniil V. Shendel #223 as a probationary patrol officer, retroactive to Monday Jan. 16, 2023

City Police Chief José Miller asked the Board to approve the hiring of Daniil V. Shendel for the position of probationary patrol officer. He said Shendel has passed all exams and has been approved by both the local and State pension boards. Chief Miller said he was thrilled to have Shendel as a new police officer serving the community, and asked that the hiring to be retroactive to Jan. 16, 2023.

Nichols/Swartley moved to approve the hiring of Daniil V. Shendel for the position of probationary patrol officer, retroactive to Jan. 16, 2023. Motion passed 4-0.

After the Board approved the promotion, Mayor Stutsman swore Officer Shendel into office.

2) Police Department: Approve the hiring of Matthew T. Whelchel #224 as probationary patrol officer, retroactive to Monday Jan. 16, 2023

City Police Chief José Miller asked the Board to approve the hiring of Matthew T. Whelchel for the position of probationary patrol officer. He said Whelchel has passed all exams and has been approved by both the local and State pension boards. Chief Miller said he was thrilled to have Whelchel as a new police officer serving the community, and asked that the hiring to be retroactive to Jan. 16, 2023.

Nichols/Swartley moved to approve the hiring of Matthew T. Whelchel for the position of probationary patrol officer, retroactive to Jan. 16, 2023. Motion passed 4-0.

After the Board approved the promotion, Mayor Stutsman swore Officer Whelchel into office.



3) Legal Department for Fire Department: Conditional offer of employment to Jared A Smith

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to extend a conditional offer of employment to Jared A. Smith as a probationary firefighter and approve the Conditional Offer of Employment Agreement included in the Board's agenda packet and authorize the Mayor to execute the agreement.

Marks said Smith possesses Firefighter I/II certification. Once employed, she said Smith will be required to successfully complete a Basic EMT training program and obtain Basic EMT certification, successfully complete a paramedic training program and obtain an Indiana paramedic license, and serve as an active paramedic with the Department a minimum of three years.

In a memorandum to the Board, **Marks** wrote that the agreement sets forth the conditions that Smith must meet prior to beginning employment with the Fire Department as a probationary firefighter, 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. She indicated that the Fire Department will ask the Board to confirm the offer of employment when a position becomes available.

Nichols/Swartley moved to extend a conditional offer of employment to Jared A. Smith as a probationary firefighter and approve the Conditional Offer of Employment Agreement included in the Board's agenda packet and authorize the Mayor to execute the agreement. Motion passed 4-0.

4) Dale Klassen request: Release of sewer usage fees during house rehabilitation of 417 Gra-Roy Drive

Dale Klassen of Goshen asked the Board to release him from all sewer usage fees at 417 Gra Roy Drive during the time he is renovating the property and until a water meter is installed. The current monthly charges are \$94.92.

In a written request, **Klassen** indicated that he recently purchased this property and is in the process of renovating it and has a City building permit. **Klassen** indicated the property has had water service through a well and has never been connected to City water service. The previous owner never installed a meter to monitor water usage even though the City sewer line was connected about 1978.

Klassen wrote that the property has no functioning water supply lines because they were in poor condition and he removed them all. The well pump is also not working. **Klassen** wrote that during the course of his work, all new water lines will be installed as well as provisions to connect a water meter. He hoped that all fees would be waived until a water meter was installed. Since this property will be inspected upon completion by the Building Department, he wrote that there should be no problem determining when water usage begins.

Mayor Stutsman asked if City staff had any response to the request.

Kelly Saenz, City Water & Sewer Utilities Business Office Manager, said that she had prepared a staff report that was included in the Board's agenda packet. She summarized the department's position.

Saenz said 417 Gra-Roy Drive has been connected to the City's sewer system since 1976 and has never been connected to the City's water system. She said the previous owner never installed a water tap, nor connected to the City's water system, nor did he connect a water meter to measure the sewer system usage. She said the account has been billed at a flat sewer rate since the beginning.

Saenz said without a water meter, the City has no way of measuring how much water or sewer system service is being used, which is why the home has flat rate billing. And without a meter, **Saenz** said the City would have no way of determining if water or the sewer system is being used in the home during its renovations.

So, **Saenz** said the Water & Sewer Utilities Department does not support **Klassen's** request to release sewer usage fees because of the direct impact of the home being connected to the sewer system.



Board member Swartley said that Klassen's written request indicated there is no operable well on the property and no pipes. She asked Saenz how there could be sewer system usage if there is no water at the home.

Saenz responded, "We would have no way of knowing that."

Board member Swartley asked **Klassen** if he intended to hook the home to the City water system. **Klassen** said that he does, but added that he had purchased a \$500 well pump in case he decided to continue to use the well. Still, he said the quality of City water would be better and he wouldn't have to treat the well water. He added that the home has been in "poor condition" for a while and he hopes to move there in a few years.

Mayor Stutsman asked **Klassen** if this will be an ongoing renovation for a few years. **Klassen** said he hopes it doesn't take a few years. He said that hasn't been his track record with houses to take so long and he doesn't intend to "sell or flip" the home and that he is sacrificing his car hobby for this home purchase.

Board member Landis said most often people seek relief from sewer fees when they have had water leakage other than through the sewer system. In those cases, he said City staff members can visit and confirm that there was no release into the sewer and fee relief is granted. Landis asked how this was different than a City worker being able to visit the home and determine there was no working water system that was connected to the sewer system.

City Director of Public Works & Utilities Dustin Sailor responded that this was a different situation because the City was being asked to rely on the "honor system." He said City staff could visit once and confirm the sewer system wasn't being used, but sometime over the next two years the water system could be connected to the sewer system. In addition, Sailor said someone could use the bathroom and pour a bucket of water in the toilet to flush away the waste. "Utility just can't work on an honor system like that," he said.

Mayor Stutsman asked if gutters on the home were depositing water into the sewer system. **Sailor** responded that the City hasn't inspected the home; staff just know the home has been connected to the sewer system. The **Mayor** asked **Klassen** if he knew the answer. **Klassen** said he offered the City an inspection at any time.

Klassen said he understood the down side of releasing fees under the honor system and said he had no doubt that the City has been burned on such agreements in the past. However, he said he had a problem with the City ordinance that established the flat rate sewer fee because it is "unstoppable." He said the flat fee can be reduced if a water meter is installed, but if a meter is ever disconnected, the higher fee takes effect.

Klassen said the ordinance also doesn't make any allowances for homes that may be vacant or are being renovated. He said the home's sole occupant died in 2021 and his estate had to continue paying the sewer fees from his death until Klassen purchased the home. Klassen said City staff told him the only way he could be relieved of the fee would be to demolish the home. He also pointed out that some City residents whose homes are connected to the City water system, still rely on wells to some degree and that this is allowed.

Board member Landis asked **Sailor** if **Klassen** would be eligible for sewer fee relief if he connected to City water and then shut off the system, which would prove he wasn't using the sewer system. **Sailor** said the City does provide an allowance for "snowbirds" who are gone for a few months. **Saenz** said they do pay a \$30 reconnection fee. Sailor said the account could be made inactive, but charges restored if there was water usage as determined by a meter.

Klassen said this issue arose when the family of the man who owned the home reported to the City that the man died and they wanted to terminate the sewer account. He said they were told there was no way to do that. So, in this case, he said the charges continued even though no water was used. Klassen said that if the Board denies his request for relief, he will install pipes and a water meter so as not to pay sewer charges for a service he isn't using.



Mayor Stutsman asked City staff what happens in cases when someone who is renovating a home, disconnects the water meter, turns it in to the City and requests a suspension in fees. **Saenz** said the City grants this after shutting off the water at the curb.

The **Mayor** asked if in those cases, a person could still use the sewer system by using the toilet and flushing away the waste by pouring in a bucket of water. **Saenz** said that could happen.

Mayor Stutsman asked **City Attorney Bodie Stegelmann** if a short-term release from sewer fees was possible as this is allowed for people connected to City water who are renovating a home. He said some of those people may have a well and continue using the sewer system and the City would never know. He said the City must treat people equally. Before **Stegelmann** could answer, **Board member Landis** said the City could pour a chemical down a well, contaminate it and make it inoperative. **Landis** said he stated this to ask how far the City wanted to go.

City Assistant Planning & Zoning Administrator Rossa Deegan said he read the staff report and followed the discussion so far and wanted to make a comment the Board might find useful. **Deegan** said doesn't know the scope of **Klassen's** home rehabilitation, but if any plumbing work is done, the City zoning ordinance will require that the home be connected to the City water system. So, **Deegan** said no zoning clearance will be issued for the property without that stipulation being met.

Klassen said he took out a valid building permit, which is on file for his work, and it is posted at the home. **Klassen** said when he applied for the permit, he indicated that he would be replacing all plumbing in the house.

Asked to share his thoughts, **Stegelmann** said that in the cases of rehabilitation with a home temporary disconnected from City water services versus one that has never been connected to City water, it all comes down to verification that no water is going down the drain. He said that is the "missing piece in both scenarios."

Mayor Stutsman said the Building Department will be conducting periodic inspections of the home and can keep an eye on the situation and check for water usage.

Landis said he would support **Klassen** being charged something less than \$95 a month. The **Mayor** agreed. **Landis** said in the worst case, perhaps this could be treated like the "snowbird" situation so the home would maintain a sewer account, but the charges would be suspended.

Mayor Stutsman said that in speaking with staff last week, this appeared to be a clear case where a release from fees could not be granted. However, he said based on today's discussions, it seems like perhaps there should be some relief for **Klassen**. He said he thought the fees should be waived.

Sailor said this is the problem with sewer-only accounts. He said that if the holder of a sewer-only account no longer occupies the property, there is no one on the account anymore and the account is dropped. He said City staff has to closely watch the 215 remaining sewer-only accounts in the City to ensure those using the sewer system are paying. He added that the City sets the sewer-only fees and they can't be changed by the Board of Works.

Stegelmann confirmed **Sailor's** understanding and said only the Common Council can change sewer rates.

Mayor Stutsman confirmed with staff that the Board can suspend sewer fees for a period of time. He said **Klassen** can then return to the Board and give an update and City staff can monitor for any possible water usage.

Mayor Stutsman/Landis moved to waive the sewer charges at 417 Gra Roy Drive for six months. The motion passed 4-0.

Mayor Stutsman said it was his expectation that **Klassen** would return in six months and provide an update on his work and could seek an extension if needed. He said this was a better way to move forward than an indefinite fee suspension. **Klassen** said he would prefer a year, but said he would accept a six-month release from the fees.



5) Allison & Kyle Stiffney request: Approve height reduction of fence and replacement and update of the existing patio at 702 S. 6th Street with some encroachment into the City's right-of-way

Kyle Stiffney of 702 S. 6th Street asked the Board to give permission to update the home's existing 30-year-old patio for aesthetic reasons and to remove and lower and six-foot-tall fence for safety reasons. He said the fence has already been removed and replaced with a smaller fence. He said the patio footprint would not be increased. He added that the city previously approved the patio extending into the City's right-of-way.

In a written request to the Board, **Stiffney** wrote that he had a 320 square foot (20' x 16') brick patio surrounded by a wooden fence that extends into the City right-of-way. Facing north, the patio is located on the north side of the house and west side of the concrete driveway. He indicated that this patio was installed in the early 1990s with Board of Works approval and existed prior to Stiffney and his wife purchasing the home in 2018. He said this longstanding approval should be "grandfathered."

Stiffney wrote that the fence surrounding the patio created a safety risk because it limited the visibility of pedestrians on the sidewalk from the driveway. He proposed replacing the existing brick surface with concrete pavers and reducing the fence height to a maximum of two feet on the north and east sides.

Stiffney indicated the overall size of the patio and the encroachment into the right-of-way would remain as it has been since 1992. He wrote the concrete pavers would be able to be disassembled and reassembled in the event the City needed to access that portion of the right-of-way. He acknowledged this would be at the homeowner's expense.

In a report for the Board, Assistant Planning & Zoning Administrator Rossa Deegan wrote that the details of the approval of a hot tub/patio area and fence approval at 702 S 6th Street were as follows:

- Board of Zoning Appeals approval for a 6' high fence and hot tub in front yard setback up to the Douglas Street right-of-way approved on Sept. 22, 1992.
- Board of Works tabled the request to locate the fence and patio in right-of-way (33" from sidewalk) on Sept. 28, 1992.
- The Board approved the request to locate the fence and patio in right-of-way on 10-5-92. It's unclear if it was approved at a distance of 33" from sidewalk or 6' based on the meeting minutes. The Planning Department does not have diagrams referenced in the minutes.
- A zoning clearance for a 16' x 21' patio was issued Oct. 7, 1992 and was attached to the Board's meeting packet.

Deegan also wrote that the layout included in the zoning clearance is the same one used for the variance request, but it does not show an encroachment into the right-of-way. Measurement of the patio area in recent aeriels indicate the patio area is closer to 10' x 21' than 16' x 21'.

Mayor Stutsman asked City staff to respond to Stiffney's request.

City Director of Public Works & Utilities Dustin Sailor summarized the Board's previous review and approval of the patio and fence in 1992. He said then-City Engineer Horace Miller recommended against approval, but the Board granted approval anyway. He stated there was some ambiguity on the approved location of the fence and patio. Despite the previous approval, Sailor said the City should be consistent and not "grandfather in" new requests even while acknowledging that a case could be made to approve this request.

Mayor Stutsman stated that when approving such requests, it has been the Board's practice to impose a condition that if the City needs access to the right-of-way, any surface, such as pavers or bricks, must be removed and restored at the property owner's expense. **Stiffney** responded that he agreed to that condition in his written request to the Board of Works. He noted there is no sewer line in the right of way and only an 80-year-old maple tree.



Board member Landis said he has often discussed with **Dustin Sailor** the dilemma posed by home improvements in the City's right-of-way. He said City staff members are troubled when a homeowner becomes upset when workers remove a brick patio or some other improvement to access pipes in the right-of-way. While he said **Stiffney** has stated he is willing to remove the patio to allow for City work, other residents are not as accommodating. And that is why Landis said it's important that there is a City record that this condition was imposed and accepted. **Stiffney** said he understood Landis' point.

Mayor Stutsman said because of the Board's previous approval, it appeared **Stiffney** wanted to alter something already done for the better, so he would be in favor of granting the request.

Board member Landis said that if **Stiffney's** home was in a new neighborhood, the City would never approve such a request. However, he said Goshen has a mix of old and modern neighborhoods with varying setbacks. And in this case, he said, the home doesn't really have a backyard that could accommodate a patio, so it's problematic for a homeowner in **Stiffney's** part of town to obey the setback standards of modern neighborhoods.

Board member Swartley said she agreed with approving **Stiffney's** request.

Mayor Stutsman/Landis moved to approve the update of the existing patio at 702 S. 6th Street with some encroachment into the City's right-of-way with the condition that the homeowner will bear the expense of removing and replacing the patio if the City or a utility needs access to the right-of-way. Motion passed 4-0.

6) Patriot Tree Corp.: Request to close a portion of 8th Street for one day, Jan. 24 to Jan. 27, 2023

Crist Helmuth of Patriot Tree Corp., asked the Board to approve the closure of a section of South 8th Street for a tree removal. He said closure was requested from Jackson Street to a few blocks south of 1006 S. 8th Street for just one day on Jan. 24 through Jan. 27, 2023. He said the Street Department has agreed to provide barricades. City staff did not object to the request.

Nichols/Swartley moved to approve the closure of South 8th Street, from Jackson Street to Franklin Street south of 1006 S. 8th Street, for one day from Jan. 24-Jan. 27, 2023 for a tree removal. Motion passed 4-0.

7) Legal Department: Resolution 2023-01, Acquisition of Real Estate at 1402 West Wilden Avenue

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, asked the Board to adopt Resolution 2023-01, Acquisition of Real Estate at 1402 West Wilden Avenue.

Marks said the City wishes to acquire the real estate at 1402 West Wilden Avenue for use by the Waste Water Treatment Plant. Resolution 2023-01 approves the terms and conditions of a purchase agreement with LDM Investments, LLC for the City's acquisition of the real estate and ratifies the Mayor's execution of the purchase agreement on Dec. 22, 2022. The resolution further authorizes the Mayor to execute any other documents on behalf of the Board and the City of Goshen necessary to effectuate the City's acquisition of the property.

Under the terms of the agreement, the City will pay LDM Investments, LLC \$345,000 for the real estate and the closing will take place on or before March 31, 2023.

The property, which currently houses **Teledata Inc.**, has approximately 3,000 square feet of office space and 4,500 square feet of floor or storage space. A 14-foot overhead door gives access to warehouse space. The office space has a reception area, six offices, a common work area, a conference room and a break area. The lot size is 37,462 square feet.



Mayor Stutsman said that in December, City staff informed him that this property was available for purchase and that it was directly across the river from the City wastewater treatment plant. During the most recent upgrades to the plant, the City had planned to construct a building for storage and seasonal equipment. That building was eliminated from the project because it would have been in the flood plain and because of its \$600,000 cost.

Mayor Stutsman said this building is cheaper, will meet the City Utility's needs and is in a great location. As an extra benefit, he said the front offices are "immaculate."

Because of actions of previous Clerk-Treasurers, **Mayor Stutsman** said City records are being stored all over the City in different buildings. He said the Teledata building purchase will allow for the consolidation of the storage of all of the City's records in a secure location. So, he said the purchase will serve two purposes for the City.

Nichols/Swartley moved to adopt Resolution 2023-01, Acquisition of Real Estate at 1402 West Wilden Avenue. Motion passed 4-0.

8) Legal Department: Agreement with Eurofins Eaton Analytical, LLC for 2023 Drinking Water Compliance Standards Testing

Assistant City Attorney Matt Lawson said the City was seeking an agreement with Eurofins Eaton Analytical, LLC for 2023 Drinking Water Compliance Standards Testing. He said Eurofins Eaton Analytical, LLC will be compensated \$2,845 for the services.

Nichols/Swartley moved to approve and authorize the Mayor to execute the agreement with Eurofins Eaton Analytical, LLC for 2023 Drinking Water Compliance Standards Testing, at a cost of \$2,845. The motion passed 4-0.

9) Legal Department: Approve the settlement agreement and mutual release to settle the claim made by Anita Shannon, and authorize Mayor Stutsman to execute the agreement

City Attorney Bodie Stegelmann told the Board that the City purchased real property from Anita Shannon located at 708 E. Lincoln Avenue as part of a public works project. He said the City issued an IRS Form 1099 to Shannon that attributed income to Shannon, and caused the IRS to assess income taxes to Shannon.

Stegelmann said Shannon hired an attorney to help her resolve the IRS claim of unpaid taxes, and served the City with a Notice of Tort Claim. City staff has been able to resolve the claim for the sum of \$3,565.00.

Stegelmann asked the Board to approve the settlement agreement pursuant to the terms of the Settlement Agreement and Mutual Release document provided herewith and authorize Mayor Stutsman to execute the agreement on behalf of the Board.

Mayor Stutsman said he agreed with the settlement. He also said he wanted to state for the record that this incident did not happen while **Richard R. Aguirre** was the City's Clerk-Treasurer.

Nichols/Swartley moved to approve the Settlement Agreement and Mutual Release to settle the claim made by Anita Shannon, and authorize Mayor Stutsman to execute the agreement on behalf of the Board of Public Works and Safety. Motion passed 4-0.

10) Legal Department: Approve agreement with the Arion Consultants, Inc. for work on the Lower Elkhart River Water Quality Management Planning Grant in the not to exceed amount of the City of Goshen's Grant award of \$154,725



Assistant City Attorney Matt Lawson asked the Board to approve an agreement with Arion Consultants to complete the work associated with the Lower Elkhart River Water Quality Management Planning Grant, which was awarded to the City of Goshen near the end of 2022. He said Arion Consultants will be paid a not-to-exceed amount of \$154,725 for work performed in accordance with this agreement, which is equivalent to the total grant amount awarded to the City of Goshen.

According to a scope of services agreement, Arion Consultants will: produce a watershed management plan (WMP) for the Lower Elkhart River watershed, Hydrologic Unit Codes (HUC) 0405000117 and 0405000119; coordinate water quality monitoring; develop and implement an education and outreach program designed to bring about behavioral changes that will lead to reduced nonpoint source pollution in the watershed; and prepare and submit an electronic copy of a progress report to IDEM (Indiana Department of Environmental Management) with each invoice, on at least a quarterly basis.

Nichols/Swartley moved to approve and authorize the Mayor to execute the agreement with the Arion Consultants, Inc. to complete the work associated with the Lower Elkhart River Water Quality Management Planning Grant in the not to exceed amount of the City of Goshen's Grant award of \$154,725. The motion passed 4-0.

11) Planning & Zoning Department: Approval of Community Based Development Organization Agreement for Multi-Unit Housing Rehabilitation for Program Year 2022

Theresa Cummings, the City Community Development Specialist, asked the Board to approve the CBDO (Community Based Development Organization) agreement for multi-unit housing rehabilitation for the Community Development Block Grant Program Year 2022, and authorize the Mayor to sign the agreement.

Cummings said the housing grant will provide LaCasa, Inc. with \$130,000 for multi-family housing rehab. She said CDBG funding for this project was made available and implementation is scheduled to begin within this program year (2022), in the spring. The agreement was attached to the Board's agenda packet.

Nichols/Swartley moved to approve the CBDO agreement for the multi-unit housing rehabilitation project for CDBG Program Year 2022, and authorize Mayor Stutsman to sign the agreement. Motion passed 4-0.

12) Water & Sewer Department: Request for road closure on Chicago Avenue between North Harrison Street and North Riverside Boulevard

Kent Holdren, Superintendent of City Water Treatment and Sewer Department, told the Board that the City Water and Sewer Department will be repairing a main line water valve on Chicago Avenue, between North Harrison Street and North Riverside Boulevard.

Holdren said he work will require excavation of the road, with a trench that will be approximately nine feet in depth. For the safety of the work crews and the public, he said the City is requesting permission to close Chicago Avenue, between North Harrison Street and North Riverside Boulevard, to thru traffic starting 8 a.m. Tuesday, Jan. 24 and reopening for traffic on Friday evening, Jan. 27. He said City staff will post signage of the detour route.

Nichols/Swartley moved to approve the closure of Chicago Avenue, between North Harrison Street and North Riverside Boulevard, to thru traffic starting 8 a.m. Tuesday, Jan. 24 and reopening for traffic on Friday evening, Jan. 27. Motion passed 4-0.



13) Engineering Department: Approve the acceptance of the infrastructure and maintenance bond for the 2022 Concrete Paving project

City Director of Public Works & Utilities Dustin Sailor told the Board that the installation of infrastructure (concrete pavement, rolled curb, ADA ramps and sidewalk) has been satisfactorily completed for the 2022 Concrete Paving Project. The Engineering Department recommends that the infrastructure be accepted for maintenance. The one-year maintenance bond in the amount of \$101,448.59 (10% of the construction costs) for the infrastructure has been submitted to the City of Goshen Engineering Department and was attached to the Board's agenda packet.

Nichols/Swartley moved to approve the acceptance of the infrastructure and maintenance bond for the 2022 Concrete Paving project. Motion passed 4-0.

14) Engineering Department: Approve revocable license agreement to encroach into easement with Keystone RV Co., 2694 Hackberry Drive, for building expansion/improvements

City Director of Public Works & Utilities Dustin Sailor told the Board that attached to the Board's meeting packet was an Agreement to Encroach into Easement with Keystone RV Company at 2694 Hackberry Drive. Keystone RV is seeking to expand its building over the original easement and to relocate the utilities presently in the original easement to a location east of the current easement and expanded building and improvements.

Nichols/Swartley moved to approve the Revocable License Agreement to Encroach Into Easement with Keystone RV Co. at 2694 Hackberry Drive for a building expansion and improvements. Motion passed 4-0.

15) Engineering Department: Approve Change Order No. 5 to extend the completion date for over seeding to May 15, 2023, and completion of all other punch list items to May 31, 2023

City Director of Public Works & Utilities Dustin Sailor told the Board that HRP Construction has requested a revised completion date of May 31, 2023 for The Crossing Subdivision Drainage project. He said Goshen Engineering concurs the original substantial completion date of Nov. 1, 2022, should be extended due to the weather and site conditions not allowing the punch list items to be completed. These items include, over-seeding, stabilization, rut correction, millings compaction, and straightening arborvitae.

Sailor said Goshen Engineering recommends the Board approve an extension for over-seeding until May 15, 2023, and for all other punch list items until May 31, 2023.

Nichols/Swartley moved to approve Change Order No. 5 to extend the completion date for over-seeding to May 15, 2023, and completion of all other punch list items to May 31, 2023. Motion passed 4-0.

16) Clerk-Treasurer's Office: Approve encumbrances from the 2022 Budget to the 2023 Budget

Deputy Clerk-Treasurer Jeffery Weaver told the Board that attached to the Board's meeting packet for the Board's approval and execution was the list of accounts with a balance in the 2022 City budget that will be encumbered into the 2023 budget.

In a memorandum provided to the Board, **Weaver** indicated that at the end of each year, department heads review any unspent budget and compare it to their outstanding invoices or contracts. If any 2022 unspent budget is available to pay an outstanding 2021 invoice or contract, then the amount can be encumbered into 2023, but only for the approved expense.



Weaver indicated the attached budgeted amounts were remaining in the 2022 budget, and department heads requested to encumber the amounts into 2023. For each encumbrance, the department heads presented an invoice, purchase order, or executed agreement or contract. They were reviewed by the Clerk-Treasurer's and Mayor's offices. The final approval for these encumbrances falls on the Board to approve the total encumbrance amount.

Weaver reported the encumbrances for 2023 total \$14,573,893.53 – the largest amount the City has ever encumbered due primarily in delays in our capital projects; 75% of the total encumbrances, or \$11,072,389.29 are capital expenses, and the remaining amounts are various contracts or invoices for services and supplies.

Mayor Stutsman said 2022 was the largest-ever budget for the City of Goshen because in 2020 and 2021, several projects were delayed because of interruptions and delays caused by the COVID-19 pandemic. He said the City is "still playing catch up" to get those projects moving forward. The Mayor said that while this is a high number of encumbrances, it was expected and he believes in the coming years that encumbrances will decline. He also noted that most of the encumbrances were for capital projects,

Nichols/Swartley moved to approve \$14,573,893.53 of encumbrances from 2022 into the 2023 budget. Motion passed 4-0.

17) Legal Department: Approve and authorize Mayor to execute a revised agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924.00

Assistant City Attorney Matt Lawson said that on Dec. 12, 2022, the Board approved and authorized Mayor Stutsman to execute an agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA (Supervisory control and data acquisition) system.

After the Board approved the agreement, **Lawson** said Q-mation, Inc. negotiated changes to some of the terms. He said City staff agreed to these revisions and recommended that the Board approve the revised agreement and authorize Mayor Stutsman to execute the agreement.

Lawson said the cost for Q-Mation's services under this agreement will remain at \$21,924.

NOTE: The City Legal Department provided a memorandum and new draft agreement for consideration by the Board (EXHIBIT #1)

Nichols/Swartley moved to approve and authorize Mayor Stutsman to execute a revised agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924. Motion passed 4-0.

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

Mayor Stutsman opened Privilege of the Floor at 2:54 p.m.

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

At 2:54 p.m., Mayor Stutsman temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider a single agenda item.



CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., Jan. 23, 2022

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

1) **Stormwater Department: Public hearing and proposed agreement regarding erosion and sediment control issues associated with the Green Oaks of Goshen construction project located at 282 Johnston St.**

City Stormwater Coordinator Jason Kauffman said he was appearing before the Board to discuss erosion control and stormwater issues at the Green Oaks of Goshen construction project located at 282 Johnston St. He noted that he had provided a staff report in the meeting packet, but also would be presenting information using a PowerPoint presentation, "Green Oaks of Goshen" (EXHIBIT 2).

BACKGROUND:

In a memorandum to the City Stormwater Board, Kauffman reported that the developer of the **Green Oaks of Goshen assisted living facility, 282 Johnston Street, began land disturbance and construction activities in September 2021, and until April 2022, the management of erosion and sediment control measures met local and state requirements.**

However, **Kauffman** wrote that **in April 2022, the Goshen Stormwater Department and the Elkhart County Soil and Water Conservation District began to routinely observe erosion and sediment control practices in violation of the Project's stormwater pollution prevention plan (SWPPP). In total, the Goshen Stormwater Department has issued six (6) Notices of Violation to the owner and contractors (Evergreen Construction Company and Ritschard Bros. Inc.).**

He wrote that these violations included:

1. Stone Construction Dive is either not properly maintained or missing
2. Inlet Protection measures not installed or properly maintained
3. Sediment Tracking onto Johnston Street was not cleaned up in a timely manner
4. Disturbed Soils not Stabilized in a timely manner
5. Missing Stormwater Permit Documentation (i.e., Notice of Intent (NOI) and SWPPP Contact Information)
6. Perimeter Protection measures not properly installed or maintained
7. Uncontained Concrete Washout or Mortar Washout dumped on the ground
8. Inappropriate Dewatering techniques

Kauffman indicated that these erosion and sediment control violations persisted over the months resulting in the discharge of sediment from the construction project to the Moose Lodge Pond to the south, which has an eventual release to Rock Run Creek. Some attempts to correct the issues occurred but the issues persisted. There was sufficient work completed to finally stabilize disturbed soils around the stormwater detention basin, but it was not sufficiently completed until late August when the Goshen Stormwater Department began asking for areas of disturbed soil to be stabilized in April.



Kauffman wrote that of the above violations, numbers 6 & 7 continued to be out of compliance and numbers 2 & 3 continued to need routine maintenance during a January 17, 2023, inspection.

Kauffman wrote that a summary of the violation occurrences and the points assigned to each violation through the Stormwater Enforcement Matrix was provided for the Stormwater Board's review and use. In total, Green Oaks of Goshen has accumulated 712 points with violations ranging from one occurrence to eight occurrences.

The Goshen Stormwater Department requested progression into the next level of enforcement by proceeding with one of the three remaining steps per Section 7.02, Notice of Violation, of Ordinance 4328, which is to be directed by the Stormwater Board.

NOV Action 3 - Enter into an agreed order with the approval of the Board of Works and Safety which order may include payment of a fine by the violator.

NOV Action 4 - Issue a stop work order until all corrective measures have been completed.

NOV Action 6 - File a complaint in a court of competent jurisdiction within Elkhart County seeking a judicial determination that this ordinance has been violated and requesting the imposition of fines.

Kauffman wrote that the **Goshen Stormwater Department recommended the Goshen Stormwater Board consider NOV Action 3 and enter into an agreed order with all parties.** A draft agreed order was prepared by the City Legal Department and was made available for the Stormwater Board's use.

A notice of violation and notice of hearing before the City Stormwater Board was mailed to: Green Oaks of Goshen, LLC, 566 West Lake Street #400, Chicago, Illinois, 60661; Evergreen Construction Company 566 West Lake Street #400, Chicago, Illinois, 60661; and Ritschard Brothers Inc., 1204 West Sample Street. South Bend, Indiana 46619.

The meeting agenda packet included detailed information about the alleged violations, including photographs. It also included a draft Agreed Order of the City of Goshen Board of Public Works and Safety and Stormwater Board, which outlined the violations and actions necessary to bring the construction site into compliance with the Goshen City Code and the consequences (court enforcement) if the parties failed to comply with the order.

DISCUSSION AND OUTCOME OF THE STORM WATER BOARD'S PUBLIC HEARING ON JAN. 23, 2023:

Using his PowerPoint presentation, **Kauffman** summarized his written report and attachments. His report included photographs of the construction site taken today. He said this case was of concern to the City because runoff from the site eventually flows into Rock Run Creek.

Kauffman described efforts that had been made to limit runoff and the discharge of sediments and said there were 17 inspections of the site from April 14, 2022 to Jan. 13, 2023. He reviewed and described the impact of the alleged violations using a series of photographs. He said the biggest issue has been the management of concrete washout.

Kauffman said that as of Jan. 23, 2023, conditions at the construction site had been improved, but there was still evidence of continuing violations. Because of the longstanding alleged violations, **Kauffman** said he was recommending that the Board pass the agreed order of violations by the City and the parties.

Asked by **Mayor Stutsman** of the impact of the proposed order, **Kauffman** said the order will state that all parties agree there have been violations and moving forward the site will be maintained in proper order, the requirements will be followed and there will be no further violations.



Mayor Stutsman asked that in the case of trucks depositing sediment on the street, what would constitute the timely cleanup of that debris. **Kauffman** said that would be at the end of the day or before the next rain event – whichever comes first.

Mayor Stutsman asked if a representative from Green Oaks of Goshen wanted to respond.

David Foos, a project executive from Evergreen Construction Co., said the company has been addressing the issues as they have arisen. He said it is “a big project. We have a lot of moving parts and a lot of trucks moving in and out.” He said some of the photos were taken during the time of construction and there wasn’t ample time to clean up, nor were they taken at the end of the day.

Still, **Foos** said work has been done to prevent any violations. He showed Board members photos from his cell phone that depicted measures to prevent concrete washouts. **Foos** said the company was committed to implementing measures to mitigate any issues and ensure streets, water and the environment stay clean.

Foos said that it is a big project with many moving parts, but the company always tries to react as quickly as possible.

Asked by **Board member Landis** about his role with the company and whether he was often on site, **Foos** said the company has superintendents on site and that he is the project executive for the construction company and represents the owner of the development.

Landis said that earlier in his career he worked as a job foreman and his boss required that he leave construction sites clean at the end of the day. He asked **Foos** if the company’s site superintendents took their jobs seriously, noting the repeated pattern of alleged violations.

Foos responded that on Friday he actually cleaned the street. He said he was “old school,” but that many younger people who work in construction today are not as dedicated or passionate and constantly need to be reminded, so it has been difficult to get them to care for the site. **Foos** said he will be on site more often to ensure the alleged violations are addressed.

Asked by **Landis** if he was willing to sign the agreed order of violations, **Foos** said he would need to have it reviewed by the company’s attorneys first. He said that he would have no problem signing it if they didn’t object, but added the requirements should be filed without signing an agreement.

Asked by **Mayor Stutsman** to describe what the agreed order would do, **Kauffman** said the intent is that all parties would be put on the same page and ensure the requirements are followed. He said the next step if there was non-compliance would be fines, but the City would prefer not to go that route.

Mayor Stutsman said he was glad to hear that because he didn’t want to impose fines before giving the company the opportunity to comply. **Landis** noted this was the first step before any fines would be imposed. **City Attorney Bodie Stegelmann** said the City’s general position is to encourage compliance, and that is the spirit of the draft order, even though the City could impose fines now. The **Mayor** said he agreed with that approach.

Mayor Stutsman clarified the requested motion. **Kauffman** said the agreed order was provided to the company for its review. **Mayor Stutsman** asked if there should be some allowance for winter weather conditions. **Kauffman** said that could be considered.

City Attorney Stegelmann said the Board could add the words “weather permitting” to the requested motion.

Kauffman said he approved of that addition. **Landis** asked how City staff would respond if continued violations were found. **Stiegelmann and Kauffman** said the company would be informed and the Board could review the matter.



In response to a question from Landis, Kauffman described the timing of future inspections in case of further violations. He also described the notification the company is given of inspections.

Mayor Stutsman said he appreciated that the company wanted to comply with the requirements and work with the City. Foos said that the construction company is not just the general contractor, but also will own the building. He said the company was committed to being part of the community and would be trying its best to do what's right. Foos also said the situation has been difficult because the City has conducted such frequent inspections.

Asked by Mayor Stutsman about the frequency of inspections at large construction sites and whether there have been more than usual for Green Oaks, Kauffman said more time has been spent at this site because there is water flowing through it that eventually gets to Rock Run Creek. He said such sites are a high priority for inspections.

Nichols/Landis moved to enter into an agreed order with the identified parties associated with the Green Oaks of Goshen project for immediate and full compliance with local and state regulations and the project's stormwater pollution prevention plan, weather permitting. Motion passed 3-0.

Mayor Stutsman adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Safety meeting at 3:25 p.m.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Stutsman adjourned the Board of Works meeting at 3:25 p.m.

EXHIBIT #1: A memorandum and amended agreement between the City and Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924.00. Brandy Toms, a paralegal with the City Legal Department, prepared the memorandum to the Board in support of agenda item #1. Legal Department: Approve and authorize Mayor to execute a revised agreement with Q-mation, Inc. for the management of software licensing upgrades for the City's SCADA system, in the amount of \$21,924.00

EXHIBIT #2: PowerPoint presentation, titled "Green Oaks of Goshen" dated Jan. 23, 2023 and prepared and presented by City Stormwater Coordinator Jason Kauffman in support of City Stormwater Board agenda item #1. Stormwater Department: Public hearing and proposed agreement regarding erosion and sediment control issues associated with the Green Oaks of Goshen construction project located at 282 Johnston St.



APPROVED

Mayor Jeremy P. Stutsman

Mike Landis, Member

Mary Nichols, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



324 S Fifth St. Goshen, IN 46528
amanda@eyedart.com
(574) 238-6143

Board of Works Request
January 19, 2023

Downtown Goshen Inc. is requesting two parking spots in front of 216 South Main on February 3rd, March 3rd, and April 7th from 2 p.m. - 10 p.m.

1. What parking spaces/streets do you want to close/use?

We are requesting two parking spots in front of 216 South Main

2. Why do you want to close them? What activities will take place?

Downtown Goshen First Fridays

3. When do you want to start the closure, and when will the closure end?

February 3rd, March 3rd, and April 7th from 2 p.m. - 10 p.m.

4. Are there any affected businesses, and are they supportive of your request to close the parking spaces?

Yes, they have been notified.

5. Do you require any barricades from the Street Department to accomplish the closure for your event?

No. We will need signs posted the morning of.

Thank you for your consideration.

Amanda McMahon
Event Coordinator
Eyedart Creative Studios



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 • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Jan. 30, 2023
Subject: Hayden Schmucker request for gravel driveway at 1706 Church Street

The Clerk-Treasurer's received the following request from Hayden Schmucker of Goshen:

To whom this may concern,

I, Hayden Schmucker, located at 1706 Church St., Goshen, IN 46528, am requesting approval for the installation of new gravel in the alley next to my residence as I have maintained the alleyway for the past 4 years.

Furthermore, I would like to extend the current graveled alley to a new outbuilding.

Listed below are other residences that also have gravel parking lots and driveways:

120 N 23rd street - Mount Joy Mennonite Church

1707 E Lincolnway Ave - M&H Rentals

1703 E Lincolnway Ave- Ron Davidhizer

I would greatly appreciate the consideration of this request.

Thank you,

Hayden Schmucker

Schmucker.h@gmail.com

(574) 202-3927



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 • www.goshenindiana.org

City staff communication to Hayden Schmucker:

From: "Lipscomb, Lori" <lorilipscomb@goshencity.com>

Date: January 25, 2023 at 12:34:21 PM EST

To: hayden schmucker <schmucker.h@gmail.com>

Cc: "Yoder, Rhonda" <rhodayoder@goshencity.com>, "Deegan, Rossa" <rossadeegan@goshencity.com>, "Corwin, Josh" <joshcorwin@goshencity.com>, "Hettler, Tara" <tarahettler@goshencity.com>

Subject: 1706 Church St - detached accessory building

Good afternoon Hayden,

I spoke with Josh about the drive approach to your proposed detached garage and he tells me he is fine with this proposal, but approval by the Board of Works (BOW) would be required. The BOW generally meets on the weekly basis and applications to the BOW are made through the Clerk Treasurer's office at 574-533-8625.

A site sketch is likely required for your BOW submittal and I have attached a copy of the sketch you provided to our office. If any changes are planned, please submit an updated sketch to our office prior to filing for BOW.

If the BOW approves your request, the Planning Office will sign off on the zoning clearance you have already provided and forward a copy to the Building Department so you can obtain a permit.

Lori Lipscomb

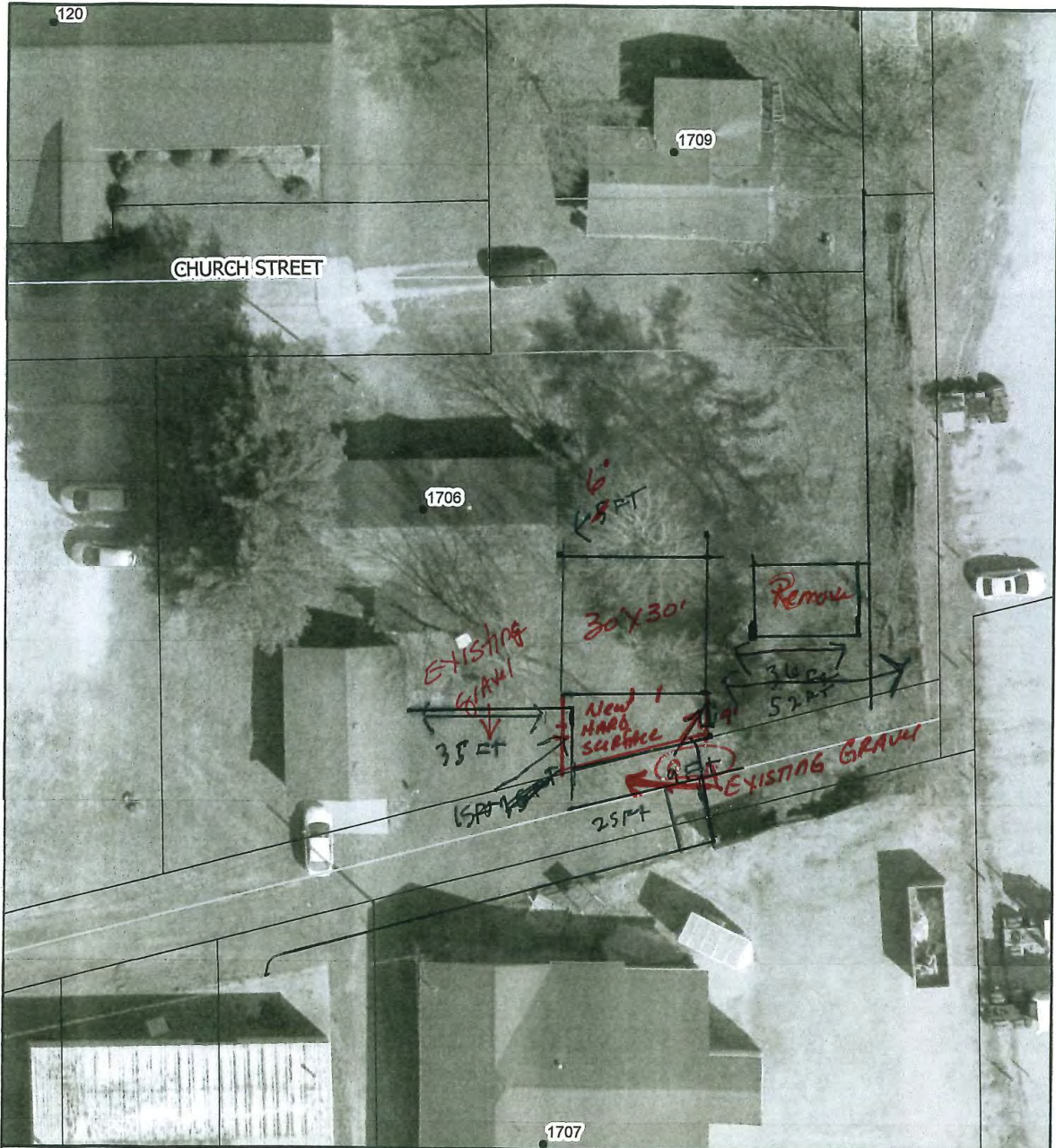


Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

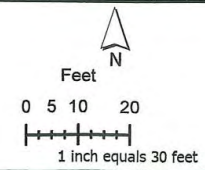
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1706 Church Street

2021 Aerial
 Printed on 4/4/2022

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



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

January 30, 2023

To: Goshen Board of Public Works and Safety

From: Shannon Marks

Subject: Resolution 2023-02 - Service Delivery Agreement Between County of Elkhart and Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds

Resolution 2023-02 approves the terms and conditions of a Service Delivery Agreement Between County of Elkhart and Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds and authorizes the Mayor to execute the agreement on behalf of the City.

The Police Department was awarded \$36,135 in grant funding from the Elkhart County Drug-Free Partnership for the "GPD K9" program. The funds will be used for the purchase of a K9 from LaGrange County, a bite suit, and other K9 equipment.

Suggested Motion:

Move to pass and adopt Resolution 2023-02, Service Delivery Agreement Between County of Elkhart and Goshen Police Department for 2023 Elkhart County Drug-Free Community Funds.

**Goshen Board of Public Works and Safety
Resolution 2023-02**

**Service Delivery Agreement
Between County of Elkhart and Goshen Police Department
for 2023 Elkhart County Drug-Free Community Funds**

WHEREAS the Goshen Police Department was awarded \$36,135 in grant funding from the Elkhart County Drug-Free Partnership for the “GPD K9” program. The funds will be used for the purchase of a K9 from LaGrange County, a bite suit, and other K9 equipment.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Service Delivery Agreement between the County of Elkhart and Goshen Police Department for the 2023 Elkhart County Drug-Free Community Funds, a copy of which is attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Service Delivery Agreement on behalf of the Goshen Police Department, Goshen Board of Public Works and Safety and the City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on _____, 2023.

Jeremy P. Stutsman, Mayor

Member

Member

Member

Member

2023 SERVICE DELIVERY AGREEMENT

In consideration of a grant award from the Board of Commissioners of the County of Elkhart, Indiana (“County”) for program: “*GPD K9*” in the sum of \$36,135 from the Elkhart County Drug Free Community Fund (DFCF) in 2023, the undersigned Goshen City Police Department (“Grantee”) hereby agrees as follows:

1. This Agreement shall be effective January 1, 2023 and shall remain in effect through December 31, 2023.
2. Grantee agrees to comply with all terms and provisions of this Agreement and to perform service delivery in accordance with and pursuant to the terms of its approved **Application for Funds to the DFCF**. Grantee’s approved Application for Funds will remain on file with the Elkhart County Drug Free Partnership (Partnership) office for reference and implementation purposes. This can be accessed at grantee’s request. Any substantive proposed changes shall be subject to the prior written approval of the PARTNERSHIP and the County.
3. The schedule of distribution of funds to the Grantee shall be paid quarterly or as determined by the PARTNERSHIP and the County.
4. Equipment purchases shall be paid upon submission of a copy of an invoice and a claim for the cost of purchased equipment. Reimbursement shall be distributed on a one-time lump sum basis. All other disbursements will be made by the PARTNERSHIP via the County upon timely receipt of reports and correct and timely claim forms.
5. Grantee hereby certifies that services afforded hereunder will provide a continuation of existing programming or new or expanded programming and not a duplication of services already available in the community as determined by PARTNERSHIP. To the extent that licenses, certifications, permits, and other authorizations are required by applicable law in order to provide the services under this Agreement, Grantee warrants and represents that it currently possesses such licenses, certifications, permits, and authorizations, and will continue to maintain such throughout the term of this Agreement.
6. Grantee recognizes and acknowledges that any release of funds pursuant to this Agreement shall be subject to the approval of the County upon recommendation of the PARTNERSHIP pursuant to properly executed and completed Claim Forms and the submission of quarterly reports.
7. Grantee agrees that all information concerning the DFCF generated by itself, received by another source, or provided by the County shall be maintained in a confidential manner and released only in accordance with the requirements of law or when an appropriate Release of Information is in place and executed by all necessary parties, all in accordance with Indiana Code § 5-14-3 et seq.
8. Grantee shall defend, indemnify, and hold harmless the County and the PARTNERSHIP from and against any and all claims, demands, actions, liabilities, damages or costs related to Grantee’s service delivery as well as an act of omission of Grantee carrying out its activities under this Agreement.
9. Pursuant to Indiana Code §22-9-1-10, Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment in the performance of this Agreement with respect to their hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment because of race, age, color, religion, sex, disability, national

origin, ancestry, or status as a veteran. Breach of this covenant may be considered as a breach of this Agreement.

10. Grantee agrees to maintain a drug-free workplace and agrees to submit written notice to the PARTNERSHIP within ten (10) days after receiving actual notice of any Grantee personnel being convicted of a criminal drug violation occurring in Grantee's workplace. It is further agreed that should Grantee fail to comply in good faith with the terms of this paragraph, such failure shall constitute a material breach of this Agreement.
11. Grantee certifies that, except for de minimis and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and that Grantee will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law. Grantee further certifies that any affiliate or principal of Grantee and any agent acting on behalf of Grantee or on behalf of any affiliate or principal of Grantee, except for de minimis and non-systematic violation, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law and will not violate the terms of I.C. 24-4.7 for the duration of this Agreement, even if I.C. 24-4.7 is preempted by federal law.
12. Except for compensation for services or reimbursement of expenses, Grantee represents and certifies that no employee of Grantee derives nor shall derive personal or financial benefit for himself or herself or any individual with whom he or she has a family or business relationship. Violation of this paragraph shall constitute a material breach of this Agreement.
13. Grantee agrees to provide a quarterly report and a final close-out report, as the case may be, on the status of its service delivery under this Agreement and Grantee's Application for Funds. The reports shall be submitted to the PARTNERSHIP Coordinator on or before **April 10, July 10, October 10 and January 10**. At any time during normal business hours, grantee shall make available to the PARTNERSHIP and the County or designated representative for examination of its records with respect to the matters covered by this Agreement and will permit the PARTNERSHIP and County to audit, examine, and make excerpts of transcripts of such records, and to make audits of all grants, invoices, materials, payrolls, and other data relating to the matters covered by this Agreement.
14. In the event of any violation of this Agreement, including a failure to perform, County shall have the right and option to terminate this Agreement upon written notice to PARTNERSHIP.
15. Grantee shall not assign or transfer any interest in this Agreement nor subcontract any services required by this Agreement without the prior written consent of PARTNERSHIP. This Agreement shall be binding upon the Grantee and its successors and assigns. This Agreement shall insure to the benefit of the County and its successors and assigns.
16. Programs failing to utilize all funds by December 31st, must petition the PARTNERSHIP Board of Directors for permission to use them beyond that date. All granted funds must be used by no later than March 31 the following year. Failure to submit by this deadline will result in any unclaimed amounts being returned to the DFCF general fund. Grantee at that point forfeits its right to access any unclaimed amounts.
17. Grantee agrees to make a reasonable effort to promote the PARTNERSHIP by including references to it in its promotional and marketing activities of the funded program.

18. Grantee agrees to have an identified representative of the funded program attend a minimum of three (3) PARTNERSHIP general membership meetings.

19. IN WITNESS WHEREOF, Grantee has entered into the executed this Service Delivery Agreement on the date set forth below.

GRANTEE:
Goshen City Police Department
Goshen, Indiana

Printed Name of Grantee's Authorized Agent

Signature of Authorized Agent:

Title

Date

GRANTOR: ELKHART COUNTY DRUG-FREE
PARTNERSHIP
ELKHART, INDIANA

By  _____

Title Executive Director

Date January 20, 2023



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 30, 2023

To: Board of Public Works and Safety
From: Bodie J. Stegelmann
Subject: Agreement with Peerless Midwest, Inc for testing for a potential new well field just North of Goshen Airport

Attached for the Board’s approval and authorization is an agreement with Peerless Midwest, Inc. for testing for a potential new well field just north of Goshen Airport.

The tasks to be performed and the total costs for each task are as follows:

Task	Work to be included	Cost
Water Samples	Cost per sample site (\$6,745) and additional laboratory expedite fee (\$1,150)	\$7,895 ea
New Well Site Survey	Hydrogeologist to meet with IDEM	\$3,500
2” Test Borings	First boring x approximately 190’ deep	\$7,900
	Any subsequent test borings while the rig is on site	\$6,780
	Hydrogeologist report	\$8,305
	Not to exceed price for six (6) 2” borings/ monitoring wells and report	\$50,105
Construction Permits	Total for four wells	\$7,000

Suggested Motion:

Approve and authorize the agreement with Peerless Midwest, Inc for testing for a potential new well field just north of Goshen Airport.

AGREEMENT

With Peerless Midwest, Inc. for Testing for Potential New Well

THIS AGREEMENT is entered into on January ____, 2023, which is the last signature date set forth below, by and between Peerless Midwest Inc. ("Peerless"), whose mailing address is 55860 Russell Industrial Parkway, Mishawka, IN 46545, 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. Peerless Duties.

Peerless shall provide City the services described in this Section 1, which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to provide hydrogeologic services for viability testing of a potential new well field (hereinafter referred to as "Duties"). Peerless' Duties under this agreement include the following tasks at the rates provided for each task:

(A) Water Samples: Peerless will collect water samples from nearby existing wells (with owners' permission) for full spectrum testing. Testing will include Synthetic Organic Compounds (SOC), Volatile Organic Compounds (VOC), and Inorganic Chemicals (IOC). As well as typical organic material, i.e., iron and manganese.

- i) Cost per sample site: \$6,745.00.
- ii) Additional laboratory expedite fee: \$1,150.00.

When expedited, the laboratory can reduce the normal three-week processing time to 5 days. The laboratory is not able to expedite the report on SOCs.

(B) New Well Site Survey: A new well site survey (NWSS) is required by IDEM for any new wellfield. One new well-site survey will be able to encompass the entire wellfield. Once approved, the NWSS will be valid for one year; however, if needed, it may be renewed for additional time.

- i) Hydrogeologist to meet with IDEM and complete survey: \$3,500.

(C) Test Borings/2" Wells: Peerless will determine the location of four, 2" well borings, after first test boring to the base of the aquifer. Since the test borings are needed, we recommend installing 2" PVC casing and screen into the borings, effectively turning the borings into monitoring wells. Peerless also recommends installing two additional borings/monitoring wells on the east and northeast portions of the property. These borings/monitoring wells will provide a place to monitor water levels, and groundwater temperature as the well field expands, which

will help in understanding any possible interference effects. A hydrogeologist will analyze the soil samples and logs, and a report will be written to present the findings and recommendations as part of our services. Contingent upon favorable geology, the report will speak to and make recommendations for the ultimate construction of each well, such as screen slot selection, length, casing depths, and formations size and makeup. The report will also attempt to speak to the ultimate placement of the wells, which may vary from the current placement shown on the map.

- i) First boring x approximately 190' deep: \$7,900.
- ii) Any subsequent test borings while the rig is on site: \$6,780.
- iii) Hydrogeologist report: \$8,305.
- iv) Not to exceed price for six (6) 2" borings/ monitoring wells and report: \$50,105.

(D) Construction Permits: before construction may begin, IDEM requires that a construction permit be filed for and approved for each well. We are currently considering four wells. A construction permit does not need to be applied for until the City is ready. Once the construction permit is approved, it is valid for one year; however, if needed, it may be renewed for additional time.

- i) Construction Permit: \$2,800 for the first well and \$1,400 for each additional well.
- ii) Construction Permit total for four wells: \$7,000.

Section 2. Effective Date; Term

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

(B) Peerless acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Peerless shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

(C) Peerless shall commence the Duties as soon as practical after receiving a notice to proceed from City.

(D) Peerless shall complete all Duties by _____.

Section 3. Payment

(A) City shall pay Peerless for each phase of Duties satisfactorily completed under this agreement as Duties progress.

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

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

(C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

(D) Peerless is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 4. 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 Peerless or Peerless' employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Peerless may retain a copy of the Documents for its records including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Peerless.

Section 5. Licensing/Certification Standards

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

Section 6. Independent Contractor

(A) Peerless shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Peerless shall be under the sole and exclusive direction and control of Peerless 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 Peerless and/or Peerless' employees, agents or subcontractors.

(B) Peerless understands that City will not carry worker's compensation or any other insurance on Peerless and/or Peerless' employees or subcontractors. Prior to commencing work under this agreement, and if Peerless utilizes employees or subcontractors to perform work under this agreement, Peerless agrees to provide City a certificate(s) of insurance showing Peerless' and any subcontractor's compliance with workers' compensation statutory requirements.

(C) Peerless 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 7. Non-Discrimination

Peerless agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Peerless or any subcontractors, or any other person acting on behalf of Peerless 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 8. Employment Eligibility Verification

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

(B) Peerless shall not knowingly employ or contract with an unauthorized alien, and Peerless shall not retain an employee or continue to contract with a person that the Peerless subsequently learns is an unauthorized alien.

(C) Peerless shall require their subcontractors, who perform work under this contract, to certify to the Peerless 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. Peerless agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

(D) City may terminate the contract if Peerless fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Peerless 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 Peerless certifies that Peerless 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 10. No Investment Activities in Iran

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

Section 11. Indemnification

Peerless 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 Peerless or any of Peerless' agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Peerless 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 12. Insurance

(A) Prior to commencing work, the Peerless shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Peerless shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

(B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

(C) Peerless shall at least include the following types of insurance with the following minimum limits of liability:

- i) Workers Compensation and Employer's Liability - Statutory Limits
- ii) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- iii) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- iv) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- v) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 13. Force Majeure

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

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

Section 14. Default.

(A) If Peerless fails to perform the services or comply with the provisions of this agreement, then Peerless may be considered in default.

(B) It shall be mutually agreed that if Peerless fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Peerless shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Peerless shall be liable to the City for any excess costs incurred.

(C) Peerless may also be considered in default by the City if any of the following occur:

i) There is a substantive breach by Peerless of any obligation or duty owed under the provisions of this contract.

ii) Peerless is adjudged bankrupt or makes an assignment for the benefit of creditors.

iii) Peerless becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.

iv) Peerless becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.

v) A receiver, trustee, or similar official is appointed for Peerless or any of Peerless' property.

vi) Peerless is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Peerless unable to perform the services described under these Specification Documents.

vii) The contract or any right, monies or claims are assigned by Peerless 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. Peerless 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 Peerless.

(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

Peerless: Peerless Midwest Inc.
Attention: Adam L. Gerstbauer
55860 Russell Industrial Parkway
Mishawaka, IN 46545

Section 17. Subcontracting or Assignment.

Peerless 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 Peerless to subcontract or assign any portion of the agreement shall not be construed to relieve Peerless 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) Peerless 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) Peerless agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 21. Miscellaneous.

(A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

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

(C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 22. Severability.

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

Section 23. Binding Effect.

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

Section 24. Entire Agreement

This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof.

Section 25. Authority to Execute.

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

Peerless Midwest Inc.

Jeremy P. Stutsman, Mayor

Printed:

Mary Nichols, Member

Title: _____

DeWayne Riouse, Member

Date Signed: _____

Michael A. Landis, Member

Barb Swartley, Member

Date Signed: _____



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 30, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Jones Petrie Rafinski (JPR) for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue, Goshen, Indiana.

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with Jones Petrie Rafinski (JPR) for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue, Goshen, Indiana. JPR will be paid \$1,500.00 for this service.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute the agreement with Jones Petrie Rafinski (JPR) for a Phase 1 Environmental Site Assessment of 1402 W. Wilden Avenue, Goshen, Indiana at a cost to the City of \$1,500.00.

AGREEMENT

PHASE 1 – ENVIRONMENTAL SITE ASSESSMENT 1402 W. WILDEN AVE, GOSHEN, INDIANA

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Jones Petrie Rafinski** (“Consultant”), whose mailing address is 325 S. Lafayette Blvd., South Bend, Indiana 46601, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Board of Public Works & Safety (“City”).

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

Section 1. Consultant’s Duties

Consultant shall provide City the services for A Phase 1 Environmental Site Assessment, for the real property generally located at **1402 W. Wilden Avenue, Goshen, Indiana** which services are more particularly described in Consultant’s January 12, 2023 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.

Consultant Duties under this agreement include:

- A. Records Review
- B. Sire Reconnaissance
- C. Interviews
- D. Reporting

Section 2. Effective Date; Term

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

Section 3. Compensation

City agrees to compensate Consultant the lump sum of One Thousand Five Hundred Dollars (\$1,500.00) for performing all Duties.

Section 4. Payment

Payment shall be upon City’s receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o City of Goshen Redevelopment
204 East Jefferson Street, Suite 6
Goshen, IN 46528

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.

Consultant is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Consultant or Consultant's employees, agents or subconsultants under this agreement, shall become and remain the property of and may be used by City. Consultant may retain a copy of the Documents for its records, including electronic files, as instruments of professional service. The final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 6. Licensing/Certification Standards

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

Section 7. Independent Contractor

Consultant shall operate as a separate entity and independent Contractor of the City of Goshen. Any employees, agents or subcontractors of Consultant shall be under the sole and exclusive direction and control of Consultant 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 Consultant and/or Consultant's employees, agents or subcontractors.

Consultant understands that City will not carry worker's compensation or any other insurance on Consultant and/or Consultant's employees or subcontractors. Prior to commencing work under this agreement, and if Consultant utilizes employees or subcontractors to perform work under this agreement, Consultant agrees to provide City a certificate(s) of insurance showing Consultant's and any subcontractor's compliance with workers' compensation statutory requirements.

Consultant 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

Consultant agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Consultant or any subcontractors, or any other person acting on behalf of Consultant 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

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

Consultant shall not knowingly employ or contract with an unauthorized alien, and Consultant shall not retain an employee or continue to contract with a person that the Consultant subsequently learns is an unauthorized alien.

Consultant shall require their subcontractors, who perform work under this contract, to certify to the Consultant 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. Consultant agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

City may terminate the contract if Consultant 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 Consultant 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 Consultant certifies that Consultant 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, Consultant certifies that Consultant does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Consultant 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 Consultant or any of Consultant's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Consultant 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. Insurance

Prior to commencing work, the Consultant shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Consultant shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Consultant shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

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.

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 15. Default

If Consultant fails to perform the services or comply with the provisions of this agreement, then Consultant may be considered in default.

It shall be mutually agreed that if Consultant fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Consultant shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure

similar services in any manner deemed proper by the City, and Consultant shall be liable to the City for any excess costs incurred.

Consultant may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Consultant of any obligation or duty owed under the provisions of this contract.
- (2) Consultant is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Consultant becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Consultant 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 Consultant or any of Consultant's property.
- (6) Consultant is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Consultant unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Consultant without the consent of the City.

Section 16. Termination

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Consultant shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Consultant.

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 17. 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

Consultant: Jones Petrie Rafinski
Attn: Andrew Cunningham, PLA
325 S. Lafayette Blvd
South Bend, IN 46601

Section 18. Subcontracting or Assignment

Consultant 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 Consultant to subcontract or assign any portion of the agreement shall not be construed to relieve Consultant from any responsibility to fulfill all contractual obligations.

Section 19. Amendments

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

Section 20. Waiver of Rights

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

Section 21. Applicable Laws

Consultant 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.

Consultant agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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.

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.

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. Severability

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

Section 24. Binding Effect

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

Section 25. Entire Agreement

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

Section 26. Authority to Bind Consultant

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.

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

City of Goshen, Indiana
Board of Public Works & Safety

Jones Petrie Rafinski

Jeremy P. Stutsman, Mayor

Date Signed: _____

Printed: _____

Title: _____

Date Signed: _____



January 12, 2023

City of Goshen
204 E. Jefferson, Ste. #3
Goshen, IN

Attention: Dustin Sailor, Utility Director

RE: PROPOSAL FOR PHASE I SITE ASSESSMENT, LDM FACILITY, 1402 W. WILDEN AVENUE, GOSHEN, INDIANA (JPR12-0009)

Jones Petrie Rafinski (JPR) is pleased to provide the following Proposal for completion of a Phase I Environmental Site Assessment for the property located at 1402 W. Wilden Avenue, in Goshen, Indiana. JPR has previously completed a Phase I Environmental Site Assessment (Project # 2018-0083) of the subject site, which was identified at the time as the Teledata, Inc. facility. Our report was prepared for TDI Technologies, Inc. and LDM Investments, LLC, with financing provided through First State Bank of Middlebury for the proposed real estate transaction. JPR understands the City of Goshen is interested in potential acquisition of the subject site in support of its ongoing wastewater treatment plant operations located immediately east of the subject site, across the Elkhart River. The subject site consists of a single land parcel (Parcel # 20-11-05-452-005.000-015) totaling approximately 0.86-acres that has been developed with the 1991 construction of an approximate 7,500 sq. ft., steel frame, slab on grade structure. A review of the previously completed Phase I Environmental Site assessment did not identify the presence of any Recognized Environmental Conditions, although recommending that the former water well (not in use, municipal water connection established in 2003) be properly abandoned, and with the notation that documentation regarding the status of abandonment of a former on-site septic system (also connected to municipal sewer in 2003) was not readily available within the public record.

JPR understands that acquisition of the subject site by the City of Goshen is pending completion of an update of environmental due diligence as verification of no changed conditions. Note that ASTM guidelines do not allow for an "Update" of an existing Phase I Environmental Site Assessment; however, since JPR previously completed the aforementioned Phase I Site Assessment (2018), we will utilize information (as practical) in the preparation of the Phase I documenting current conditions. The following summarizes the proposed Phase I Environmental Site Assessment scope of services to be performed as such environmental due diligence, as well as a proposed schedule for completion and cost estimate.

PROPOSED SCOPE OF SERVICES

It is the intent of Jones Petrie Rafinski to perform the Phase I Environmental Site Assessment in general accordance with the American Society for Testing and Materials (ASTM) document ASTM E 1527-21 which also satisfies the EPA's "All Appropriate Inquiry" Rule, at 40 CFR Part 312.

The proposed Phase I Environmental Site Assessment will consist of the following components:

- Records Review
- Site Reconnaissance
- Interviews
- Reporting

RECORDS REVIEW

The purpose of the records review is to obtain and review records that will help identify environmental concerns in connection with the subject site. As part of this phase of the project, Jones Petrie Rafinski will attempt to obtain and review those records that are "reasonably ascertainable." For the purposes of this proposal, "reasonably ascertainable" information is defined as: (1) publicly available, (2) obtainable from its source within reasonable time and cost constraints, and (3) practically reviewable. The assessment will include a review, where available or applicable, of both Environmental and Historical sources.

ENVIRONMENTAL RECORDS REVIEW

The following publicly available listings will be reviewed:

<u>Standard Environmental Records</u>	<u>Search Distance (Miles from Boundaries)</u>
Federal NPL Site list	1.0
Proposed/Delisted NPL Site Lists	1.0
NPL Liens List	Target Property
Federal SEMS/SEMS Archive Lists	0.5
Federal RCRA TSD Facilities List	0.5
Federal RCRA Generators Lists	0.25
Federal CORRACTS list	1.0
Federal ERNS list	Target Property
US Engineering/Institutional Controls Lists	0.5
US/State Brownfields List	0.5
EPA Consent Decree List	1.0
EPA Record of Decision List	1.0
State Hazardous Waste Site List	1.0
State Landfill and/or Solid Waste Disposal Site List	0.5
State Leaking UST List	0.5
State Registered UST List	0.25
State Spills List	Target Property
Indian Sites Lists	0.5
Manufactured Gas Sites	1.0

ADDITIONAL ENVIRONMENTAL RECORDS

Additional state or local database listings will be reviewed as deemed appropriate. A comprehensive review of Indiana and/or federal regulatory files is beyond the scope of this Phase I Environmental Site Assessment efforts. Jones Petrie Rafinski will review and summarize information on the subject site and adjoining properties made available through environmental

records available through the Elkhart County Health Department and the IDEM Virtual File Cabinet.

PHYSICAL SETTING SOURCES

A United States Geological Survey (USGS) 7.5 Minute Topographic Map will be reviewed to evaluate area topographic and surface drainage. At least one (1) additional physical setting source will be reviewed for information on the geologic, hydrogeologic, hydrologic, or topographic characteristics of the site.

HISTORICAL USE INFORMATION

The purpose of consulting historical sources is to develop a history of the previous uses or occupancies of the site, and surrounding area, in order to identify those uses, or occupancies that are likely to have led to recognized environmental conditions in connection with the subject site.

USES OF THE SUBJECT PROPERTIES

Prior uses of the subject site will be identified from the present, back until at least the period of initial development using available “standard historical resources” listed below:

- Aerial Photographs
- Fire Insurance Maps
- Recorded Land Title Records
- Local Street Directories

This Proposal does not include a Chain-of-Title search. If others have recently completed a Chain-of-Title, Jones Petrie Rafinski will review the document for potential environmental concerns associated with prior ownership.

USES OF PROPERTY IN SURROUNDING AREAS

Using available resources, the history and/or general uses of properties in the surrounding area will be researched at a search distance and time period deemed appropriate given the findings of other portions of the assessment. Complete coverage using local street directories, Sanborn Fire Insurance Maps, and potentially other historical records regarding the prior uses of the subject site and surrounding properties may be limited, may not be readily available, or may not even exist for purposes of review.

SITE RECONNAISSANCE

The purpose of the site reconnaissance is to observe current conditions at the site and obtain information indicating the likelihood of environmental concerns with the site.

A reconnaissance will be performed for indications of waste handling or disposal activities that may pose a hazard to the subsurface environment. Jones Petrie Rafinski will require access to all areas, to the extent they are not obstructed by bodies of water, adjacent buildings, or other obstacles. We have assumed that access to all parcels and existing structures can be coordinated within a single mobilization. Unforeseen circumstances notwithstanding, only one (1) site visit will be made.

INTERVIEWS

Interviews will be conducted with knowledgeable persons to obtain direct, personal information regarding activities and/or operations which may have affected the environmental condition of the site. Selected local regulatory and/or emergency response officials may also be interviewed regarding knowledge of past or present environmental problems or emergency responses.

IDENTIFICATION OF DATA GAPS

Depending on the availability of certain resources for evaluating historical property uses, previous property owners (for interview) and other pertinent information; certain “Data Gaps” may be identified within our Report. Determinations will be made as to the potential impacts such Data Gaps have on conclusions relative to identified recognized environmental conditions.

PHASE I ENVIRONMENTAL SITE ASSESSMENT REPORTING

Upon completion of the site reconnaissance, regulatory database and historical records review, a verbal summary will be presented. Our Report of Findings will include documentation to support the analysis, opinions and conclusions found in the Report, inclusive of referenced sources. Recommendations for additional assessment (Phase II) will be made, with estimated costs and scope of services submitted under separate cover.

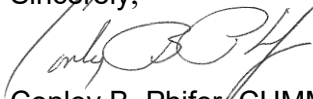
COST INFORMATION AND SCHEDULE

Jones Petrie Rafinski proposes to perform the **Phase I Environmental Site Assessment for a Lump Sum Fee of \$1,500.00**. Our Phase I Environmental Site Assessment Report will be submitted within two - three weeks of receipt of signed Authorization. Collection and analysis of soil, and/or ground water samples and a chain-of-title search are not included in the lump sum fee. These services can be provided for additional cost, if requested.

AUTHORIZATION

Jones Petrie Rafinski appreciates the opportunity to be of service and is prepared to commence work immediately upon your acceptance. Please execute the Proposal by signature and return a copy to my attention via email at cphifer@jpr1source.com.

Sincerely,



Conley B. Phifer, CHMM
Environmental Department Manager

Phase I – LDM Facility
1402 W. Wilden Ave.
Goshen, IN

PROPOSAL ACCEPTANCE

This **PROPOSAL FOR PHASE I SITE ASSESSMENT, LDM FACILITY, 1402 W. WILDEN AVENUE, GOSHEN, INDIANA (JPR12-0009)** is hereby accepted and authorization to proceed hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

Point of Contact for Gaining Access to Property: _____

Phone No. for Point of Contact: _____

Please note: Jones Petrie Rafinski offers electronic invoicing if requested. Please sign below if you would prefer that option.

I prefer to have my invoice transmitted through electronic email: _____

The party who signs this Proposal is directly responsible for the charges incurred during the completion of our work.

*****REQUEST*****

DATE: Monday, January 30, 2023

TO: GOSHEN BOARD OF WORKS

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

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$5,241.15**
Collection letters were sent out and payments of **\$821.45** had been collected.

The uncollected amount equals **\$4,419.70**

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

These are accounts for the most part were finalized thru **Monday, September 26, 2022**

WATER: \$1,981.14

SEWER: \$2,438.56

TOTALS

REPORT TOTAL		\$5,241.15
BPS TOTAL	\$1,607.01	\$3,634.14
COUNTY TOTAL	\$2,139.71	\$1,494.43
W-WRITE OFF	\$374.13	\$1,120.30
S-WRITE OFF	\$298.85	\$821.45
PAYMENT TOTAL	\$821.45	\$0.00
AGREEMENT TOTAL	\$0.00	



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 2611 PEDDLERS VILLAGE ROAD**

DATE: January 30, 2023

The property at 2611 Peddlers Village Road 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 D&M Sangha II, LLC and builder McCollough Scholten Construction, Inc agree to complete all stabilization work by June 15, 2023. The expected cost of work is twelve thousand dollars (\$12,000) 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 D&M Sangha II, LLC and McCollough Scholten Construction, Inc for the Completion of the Construction Project at 2611 Peddlers Village Road.

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

THIS AGREEMENT is entered into on January 30, 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: D&M Sangha II, LLC

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

Builder: McCollough Scholten Construction

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: 2611 Peddlers Village Rd, 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 60,000 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_____.
- 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 twelve thousand Dollars (\$ 12,000) 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: D&M Sangha II, LLC
2611 Peddlers Village Rd
Goshen, IN
46526

Builder: McCollough Scholten Construction, Inc
2112 Aeroplex Dr
Elkhart, IN
46514

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:¹

Property Owner:

Signature: Tarlochan Singh
Printed: TARLOCHAN Singh
Title (if any): Pres.
Date: 1-26-23

Signature: Kamaljit Kaur
Printed: KAMALJIT KAUR
Title (if any): Sec.
Date: 1-26-23

Builder:

Signature: John Scholten
Printed: John Scholten
Title: Vice President
Date: 1-26-23

Goshen:

Jeremy P. Stutsman, Mayor
Date: _____

¹ 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 2113 WHISPERING PINES COURT**

DATE: January 30, 2023

The home at 2113 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 an Agreement for the Completion of the Construction Project for approval from the Board of Public Works.

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 fifty dollars (\$1,450) 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 2113 Whispering Pines Court.

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

THIS AGREEMENT is entered into on January 30, 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: 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: 2113 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 9,750 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 _____ 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

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:¹

Property Owner:

Signature: Troy Handrich

Printed: Troy Handrich

Title (if any): Director of Maintenance

Date: 1/25/23

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: _____

Printed: _____

Title: _____

Date: _____

Goshen:

Jeremy P. Stutsman, Mayor

Date: _____

¹ 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: _____



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
NOTICE OF INTENT TO ISSUE UNIT PERMITS FOR SANITARY SEWER
CONSTRUCTION (JN: 2021-0012)**

DATE: January 30, 2023

In accordance with Indiana Administrative Code 327-3-2.1-3, a city or town may issue sanitary sewer construction permits as long as the requirements of the Indiana code are followed. The City of Goshen has utilized this allowance to streamline construction permit reviews for both local public and private construction projects. The permits are reviewed by an independent third party civil engineer who performs the review service for the City of Goshen and other utilities within the region.

Every two years, a Notice of Intent (NOI) to issue sanitary sewer construction permits locally must be filed with the Indiana Department of Environmental Management (IDEM). The Board of Public Works and Safety is requested to authorize Mayor Stutsman to sign IDEM's NOI.

Requested Motion: Move to authorize Mayor Stutsman to sign IDEM's Notice of Intent to issue permits for sanitary sewer construction.

NOTICE OF INTENT || 327 IAC 3-2.1
UNIT PERMITTING AUTHORITY FOR SANITARY SEWER CONSTRUCTION

This form must be filled-out in its entirety with no alterations.

This hereby serves as a Notice of Intent that the noted Unit desires to accept responsibility for issuing sanitary sewer construction permits under the authority granted through 327 IAC 3-2.1.

I, Jeremy Stutsman, Mayor, representing City of Goshen
(Name of Official and Title) (City/Town, County or Township)

certify that the subject Unit has a qualified engineer(s) available to review permit applications for sanitary sewer construction within the Unit's service area. In addition, I certify that the Unit's review and approval process shall adhere to all requirements of 327 IAC 3, specifically including the Technical Standards for Sanitary Collection Systems per 327 IAC 3 Rule 6. I further certify that the Unit shall notify IDEM when a sanitary sewer construction permit application has been received, along with notifying IDEM when a sanitary sewer construction permit has been issued by the Unit. I certify that I am knowledgeable of the information/documents that must be submitted to IDEM as part of the required notifications.

Printed Name of Unit: City of Goshen
 Year of NOI Request: 2023

The engineering review will be performed by the following qualified engineer:

Name: Michael C. Machlan /or Dustin K. Sailor
 Indiana Registration Number: PE60900532 /or PE10200087
 Company: Sole Proprietor /or City of Goshen

The person responsible for final permit approval by Unit:

Name: Michael C. Machlan /or Dustin K. Sailor
 Title: Permitting Agent /or Director of Public Works and Utilities

It is understood that the Notice of Intent form must be submitted (renewed) biennially so that IDEM maintains updated records and receives confirmation of the Unit's desire to continue issuing permits. If there are changes to any of the information provided in this Notice of Intent, including a change in status of the Unit's desire to issue sanitary sewer construction permits, IDEM shall be notified at the following address:

Indiana Department of Environmental Management
 Office of Water Quality
 Facilities Construction & Engineering Support Section, Mail Code 65-42FC
 100 North Senate Avenue, Room N1255
 Indianapolis, IN 46204-2251

Printed Name of Official <input checked="" type="checkbox"/> Mr. or <input type="checkbox"/> Ms. Jeremy Stutsman	
Official Title Mayor	
Signature of Official	Date Signed (month / day / year) / /
E-Mail Address mayor@goshencity.com	Telephone Number (574) 533-9322



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **WEST GOSHEN CROSSING SUBDIVISION DRAINAGE IMPROVEMENTS
CHANGE ORDER NO. 6 (JN: 2020-0033)**

DATE: January 30, 2023

Goshen Engineering has become aware that Change Order No. 4 was accidentally skipped, and Change Order No. 5 was approved last week. Therefore, there is no Change Order No. 4 for this project.

Attached please find Change Order No. 6. An existing well was discovered along the side of the newly built access road. 2 wooden 4 x 4 posts with reflectors are needed to protect the well from damage. Each post will be 5 feet above the ground and on either side of the well.

The contract increase for the 2 wooden 4 x 4 posts with reflectors is \$217.00, and brings the new contract change order amount to \$79,584.33, which is a 5.83-percent increase to the contract price. This change order with previous change orders increases the total project cost to \$1,445,674.56.

Requested motion: Approve Change Order No. 6 in the amount of \$217.00 for The Crossing Subdivision Drainage Improvements, which is a 5.83% increase to the contract price, to allow HRP to complete the above work.

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

OWNER: City of Goshen
PROJECT NAME: West Goshen Crossing Subdivision Drainage Improvements
PROJECT NUMBER: 2020-0033
CONTRACTOR: HRP

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

An existing well was discovered along the side of the newly built access road. 2 wooden 4 x 4 posts with reflectors are needed to protect the well from any damage.

(Change Order 4 was accidently skipped and Change Order 5 has already been processed through the Board of Works.)

CO6.1 2 Wood 4 x 4 Posts with Reflectors	1 LSUM @ \$217.00	\$217.00
--	-------------------	----------

Subtotal - \$217.00

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract		\$1,366,090.23
2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 1 to <u>5</u>		\$79,367.33
3. Amount of Contract, not including this supplement		\$1,445,457.56
4. Addition/ Reduction to Contract due to this supplement		\$217.00
5. Amount of Contract, including this supplemental		\$1,445,674.56
6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4)		\$79,584.33
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>6</u> (Line 6 divided by Line 1)		5.83%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by **0 calendar days**, making the final completion date November 6, 2022.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as NA, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (5.83) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin Sailor, PE

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

ACCEPTED: CONTRACTOR

HRP Construction

BY: _____
Signature of authorized representative of Contractor

Printed



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **MARION LINE QUIET ZONE
(JN: 2009-0046)**

DATE: January 30, 2023

The City has been notified by INDOT that Norfolk Southern should be completing the improvements at the Madison crossing by no later than the end of 2024. As such, city staff have reengaged with the FRA and our consultant to resume the quiet zone application. In December, the FRA recommended that the city begin with a new diagnostic review. As part of the review process, the City must invite all entities that operate along the Marion Line, but Norfolk Southern must be in attendance. Norfolk Southern has a project initiation form that must be completed prior to them attending the diagnostic review. The form is attached for approval and authorization for the Mayor to sign. An administration fee is also required for coordination with Norfolk Southern and their consultant. The administration fee covers scope review, equipment verification, diagnostic reviews, NOI response, Quiet Zone contract, SSM verification, NOE response, and train bulletin issuance. Norfolk Southern's consultant has informed us that they can complete the coordination efforts for \$25,000 or less. Once the project initiation form is completed and submitted, an agreement for the coordination will be developed and once that is executed, the City will be invoiced for a deposit on the contract fee.

Requested Motion: Approve and authorize the Mayor to sign the Quiet Zone Project Initiation form.

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

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

Barb Swartley, Board Member



Quiet Zone Project Initiation Form

Please complete the following form and email to QuietZones@NSCorp.com

Note: Quiet Zone Initiation Form must be submitted by the Public Agency

Contact Information

Public Agency:	City of Goshen
Billing Address:	
Contact Name:	Josh Corwin, P.E.
Contact Title:	Civil City Engineer
Preferred Phone:	574-534-2201
Alternate Phone:	
E-mail:	joshcorwin@goshencity.com

Project Location

Location Description (ex. Proposed/Existing Quiet Zone from Market St. to Peachtree St.):

Proposed Quiet Zone from Jefferson Street to CR 42.

List all public and private DOT #s to be included in the Quiet Zone. (ex. #####X or 946941K):

510038E (Jefferson); 510039L (Madison); 510040F (Purl); 510041M (Reynolds); 510043B (Plymouth); 510044H (Jackson); 510045P (Burdick); 510046 W (New York); 510048K (College); 510050L, 510049S, 510108S, 510109Y (Private); 533510B (Kercher); ##### (Private); 960781H (Waterford); 535515K (CR 42)

Project Description:

Marion Branch Quiet Zone

Signature of Applicant*

Name and Title of Applicant:	Jeremy Stutsman, Mayor, City of Goshen		
Signature:		Date:	

*By signing this form, you are authorizing Norfolk Southern Corp. to incur costs and bill against this project. Should the project be canceled, Norfolk Southern Corp. will bill the Agency for the incurred costs. In the event the Agency is unresponsive for 90 days or more, the project will be closed, and the Agency will be final billed for all project costs incurred.

If needed, please attach any documents when emailing the completed form.



**City Clerk-Treasurer
CITY OF GOSHEN**

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

TO: Board of Public Works & Safety and Stormwater Board

FROM: Jeffery Weaver, CPA, Deputy Clerk-Treasurer

RE: Outstanding Warrants

DATE: January 30, 2023

Attached are lists of outstanding warrants from the City Clerk-Treasurer's office the City Utilities office and the City Courts office that are dated on or before December 31, 2020. Pursuant to IC 5-11-10.5-3 through 5, we request permission to void the attached warrants and record receipts back into the funds from which they were drawn.

Schedule A reflects the Utilities Accounts Payable through December 31, 2020, totaling \$4629.51.

Schedule B reflects the Utilities Accounts Payable through December 31, 2020, totaling \$2752.79.

Schedule C reflects the City Accounts Payable through December 31, 2020, totaling \$8,913.09.

Requested Motion:

Move to allow the Clerk-Treasurer's Office and Utilities Office to void \$16,295.39 in outstanding warrants dated on or before December 31, 2020.

CITY OF GOSHEN, INDIANA

SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2020

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/6/2020	71138	TIO, ALEX C	\$ 79.27	601-Water
1/13/2020	71255	TERRANCE PAYTON-WOOD	7.13	601-Water
3/9/2020	71600	LAWSON, NICHOLAS	1.67	601-Water
3/9/2020	71657	REGALADO, SERGIO	19.35	601-Water
3/30/2020	71730	PINHEIRO MENEGH, BEA	3.58	601-Water
4/13/2020	71885	RYAN RICHARDS	9.14	601-Water
4/27/2020	71907	LANTZ, RAY A	1.84	601-Water
6/1/2020	72165	RODRIGUEZ, CORREY N	1.24	601-Water
6/22/2020	72330	SLOAN, FRANCES P	10.99	601-Water
7/6/2020	72373	LOPEZ RIERA, JOSE A	17.36	601-Water
7/13/2020	72427	RICHARDSON, AMANDA J	4.41	601-Water
7/13/2020	72429	HARRISON, NORMA E	21.03	601-Water
7/20/2020	72442	HOCHSTETLER, EMILY	6.12	601-Water
7/20/2020	72443	MARTIN, PEYTON W	15.85	601-Water
7/20/2020	72445	MILLER, DENNIS W	1.53	601-Water
7/20/2020	72450	SANCHEZ PANCHE , LUI	1.87	601-Water
8/3/2020	72554	CASTILLO, DIANA	22.61	601-Water
8/3/2020	72555	COFIELD, JAMES W	10.63	601-Water
8/3/2020	72559	FRIESEN, MENNO	80.00	601-Water
8/3/2020	72560	GM HOMES	40.00	601-Water
8/3/2020	72570	JOHNS, HELEN H	60.00	601-Water
8/3/2020	72573	MACIAS-, GABRIEL	80.00	601-Water
8/3/2020	72574	MASONITE/PREM DOOR/D	40.00	601-Water
8/3/2020	72581	TROYER, JERRY L	40.00	601-Water
8/3/2020	72582	WENDY'S RESTAURANT	900.00	601-Water
8/10/2020	72678	AJ REAL ESTATE HOLDI	80.00	601-Water
8/10/2020	72680	ANCIL, ASHLEY C	80.00	601-Water
8/10/2020	72683	BEER, CARLYE	60.00	601-Water
8/10/2020	72684	BENITEZ, TIM HERSHBE	16.23	601-Water
8/10/2020	72694	GARCIA UBARIO, OSCAR	15.28	601-Water
8/10/2020	72703	GREEN, MICHELLE L	9.48	601-Water
8/10/2020	72706	HILL, DONGE L	40.00	601-Water
8/10/2020	72707	HUBER, LOWELL J	80.00	601-Water
8/10/2020	72708	HUMBAUGH, PETER W	30.00	601-Water
8/10/2020	72717	MARTIN, PATTI	80.00	601-Water
8/10/2020	72718	MCCLURE, CHRISTEL R	80.00	601-Water
8/10/2020	72720	ORTEGA, MARBELLA	55.00	601-Water
8/10/2020	72721	POWERS, TROY O	80.00	601-Water

(Continued next page)

CITY OF GOSHEN, INDIANA

SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2020 (Continued)

<u>Warrant Date</u>	<u>Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
8/10/2020	72731	RASCON, OSCAR	26.94	601-Water
8/10/2020	72736	SKYVIEW BLDRS	40.00	601-Water
8/10/2020	72739	TEMPLETON, RACHEL M	65.00	601-Water
8/10/2020	72748	WOLFE, AUSTIN B	9.60	601-Water
8/10/2020	72749	YOAKUM, MICHAEL A	80.00	601-Water
8/17/2020	72787	CASTILLO, RON C CLIN	70.00	601-Water
8/17/2020	72789	CULLER, CYNTHIA L	40.00	601-Water
8/17/2020	72791	GARCIA, SHANNON M	40.00	601-Water
8/17/2020	72796	I DON'T KNOW CO	25.51	601-Water
8/17/2020	72797	JONES, WILLIAM A	80.00	601-Water
8/17/2020	72799	LONGENECKER, JACE B	71.04	601-Water
8/17/2020	72806	MCDUFFIE, RON CLINGE	70.00	601-Water
8/17/2020	72810	RODRIGUEZ, LORENA	80.00	601-Water
8/17/2020	72811	SALAZAR, LAURA A	80.00	601-Water
8/17/2020	72814	SEARS, REBECCA	39.55	601-Water
8/17/2020	72815	SHOWALTER, ANDREW F	80.00	601-Water
8/17/2020	72816	SNYDER, JACK A	95.00	601-Water
8/17/2020	72817	STOESZ, PHILIP L	80.00	601-Water
8/17/2020	72818	TAGUCHI, YUJI	6.08	601-Water
8/17/2020	72822	WESLEY, JAMES L	80.00	601-Water
8/17/2020	72823	WILKINSON, BRENDA R	95.00	601-Water
8/17/2020	72824	YACKS, ALLISON M	80.00	601-Water
8/31/2020	72955	VETOR, MARIAH	1.92	601-Water
9/14/2020	73008	DANIEL L YODER	35.00	601-Water
9/10/2020	73033	FLORES MORENO, MIRIA	1.44	601-Water
9/21/2020	73072	BIGLER, DYLAN T	69.72	601-Water
10/5/2020	73188	KELLY, CAROL R	40.00	601-Water
10/5/2020	73190	BORZENIATOW-, MICHAEL	80.00	601-Water
10/5/2020	73191	BARHYDT-, JESSICA L	2.38	601-Water
10/5/2020	73194	SPALDING-, KATHLEEN	80.00	601-Water
10/5/2020	73195	LANDEROS, JOSE JR	80.00	601-Water
10/5/2020	73198	TUMBLESON-, VICKI L	40.00	601-Water
10/5/2020	73205	BERECZ, DAVID	33.13	601-Water
10/5/2020	73207	VASQUEZ BALDEMAR	42.69	601-Water
10/5/2020	73208	TIFFANY CT	58.52	601-Water
10/26/2020	73347	GEORGE, DAVID W	19.57	601-Water
11/2/2020	73423	REDPOST INC	80.00	601-Water
11/2/2020	73424	MARRUFO, ENRIQUE	2.61	601-Water

(Continued next page)

CITY OF GOSHEN, INDIANA

SCHEDULE A - UTILITIES OUTSTANDING WARRANTS AS OF DECEMBER 31, 2020 (Continued)

<u>Warrant Date</u>	<u>Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
11/2/2020	73425	CARBON, THOMAS J JR	70.00	601-Water
11/2/2020	73426	TROYER, ORA S	60.00	601-Water
11/2/2020	73427	CRIFE, FARRELL C	80.00	601-Water
11/2/2020	73428	TEWOLDE, HIDEAT	31.29	601-Water
11/2/2020	73430	HOSTETLER, EDNA	80.00	601-Water
11/2/2020	73432	DAGGETT, TIMOTHY	35.00	601-Water
11/2/2020	73433	RHODES, JAMES	80.00	601-Water
11/9/2020	73478	DOMINGUEZ BONIL, ARM	4.61	601-Water
11/16/2020	73510	HAND, JOHN	6.30	601-Water
		TOTAL OUTSTANDING	<u>\$ 4,629.51</u>	

CITY OF GOSHEN, INDIANA

SCHEDULE B - COURT OUTSTANDING WARRANTS AS OF DECEMBER 31, 2020

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/5/2018	7059	Goshen Speedway	\$ 193.34	711-Court CashBook
1/5/2018	7054	Walmart	75.79	711-Court CashBook
1/5/2018	7064	Austin R Robbins	360.00	711-Court CashBook
4/6/2018	7102	Patricia A Lugo	50.00	711-Court CashBook
4/11/2018	7115	Jackie Marie Pendergrass	197.60	711-Court CashBook
5/29/2018	7138	Gavin Ty Byall	1.00	711-Court CashBook
6/6/2018	7143	Yakene S Jennings	4.00	711-Court CashBook
6/26/2018	7161	Jericho J Tadlock	1.00	711-Court CashBook
9/5/2018	7189	7-11	25.00	711-Court CashBook
9/6/2018	7201	Ruth A Stoll	2.00	711-Court CashBook
10/16/2018	7213	Petco	100.00	711-Court CashBook
1/16/2019	7266	Rori Peterson	2.50	711-Court CashBook
4/18/2019	7324	Jhonatan Garcia-Espinoza	5.00	711-Court CashBook
7/30/2019	7363	Elkhart Superior Court Clerk	150.00	711-Court CashBook
8/5/2019	7377	Walmart	149.00	711-Court CashBook
8/26/2019	7384	Matthew A Miller	9.00	711-Court CashBook
4/24/2020	7496	7-11	92.21	711-Court CashBook
10/27/2020	7532	7-11	88.65	711-Court CashBook
10/27/2023	7542	Target	214.95	711-Court CashBook
10/27/2020	7543	Meijer	1,006.75	711-Court CashBook
10/28/2020	7545	Ruben Garces	20.00	711-Court CashBook
10/28/2020	7546	Keryn M Konkle	5.00	711-Court CashBook
TOTAL OUTSTANDING			<u>\$ 2,752.79</u>	

CITY OF GOSHEN, INDIANA

SCHEDULE C - CIVIL CITY OUTSTANDING WARRANTS AS OF DECEMBER 31, 2020

<u>Warrant Date</u>	<u>Warrant Number</u>	<u>Description</u>	<u>Amount</u>	<u>Fund</u>
1/28/2020	10321	WATERFORD COMMONS BUSINESS PAR	\$ 6,978.00	473-SE TIF
2/11/2020	10448	INDIANA ASSN OF BLDG OFFICIALS	447.00	101-General
3/24/2020	10933	PENNWELL CORPORATION	48.00	101-General
3/24/2020	10954	STEVEN WOLF	20.00	101-General
3/31/2020	11039	CODY BROCKLEMAN	25.00	204-Parks
3/31/2020	11060	MARIA SHISLER	25.00	204-Parks
4/7/2020	11095	MARIA SHISLER	165.00	204-Parks
4/7/2020	11098	CHARLES STRAHAN	6.66	204-Parks
5/5/2020	11503	NEREIDA OCHOA	45.00	204-Parks
5/12/2020	11541	HALL SIGNS INC	207.14	204-Parks
6/2/2020	11701	KENDRA COLLAT	135.00	204-Parks
6/23/2020	12031	JUSTIN BUENGER	30.00	204-Parks
7/7/2020	12086	PATRICIA MARTIN	5.00	204-Parks
8/18/2020	12691	SAM R HENRY JR.	100.00	204-Parks
8/18/2020	12698	JARED HOCKERT	38.00	204-Parks
8/18/2020	12704	AQUASCAPES OF MICHIANA	500.00	219-EID
9/9/2020	12901	MENARDS, INC	38.29	101-General
11/24/2020	13796	ALEXA ROGERS	100.00	204-Parks
			<u>100.00</u>	
		TOTAL OUTSTANDING	<u>\$ 8,913.09</u>	



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
GENESIS PRODUCTS, INC. PLANT 10 (JN: 2022-2004)**

DATE: January 30, 2023

The developer of Genesis Products, Inc. Plant 10, affecting one (1) or more acres of land and located at 1846 Eisenhower Drive South, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Genesis Products, Inc. Plant 10 as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
KEYSTONE RV PLANT #23 – BUILDING ADDITION (JN: 2022-2045)**

DATE: January 30, 2023

The developer of Keystone RV Plant #23 – Building Addition, affecting one (1) or more acres of land and located at 2694 Hackberry Drive, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Keystone RV Plant #23 – Building Addition as it has been found to meet the requirements of City Ordinance 4329.
