



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., February 13, 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: Feb. 6, 2023

Approval of Agenda

- 1) Open bids:** Public Recycling Drop-Off Site Services (bids due 1:45 p.m., Feb. 13, 2023)
- 2) Legal Department:** Fire Department conditional offer of employment to Joshua L. Hite
- 3) Legal Department:** Pass and adopt Resolution 2023-04, Authorizing the Special Purchase of Police Pursuit vehicles (two) from Kelly Chevrolet for \$86,200
- 4) Legal Department:** Award contract to Rowell Chemical Corp. and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.89 per gallon
- 5) Legal Department:** Award contract to Kemira Water Solutions and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.538 per gallon
- 6) Legal Department:** Resolution 2023-04, Interlocal Agreement with Elkhart County for Animal Control Services
- 7) Legal Department:** Approve and authorize the Mayor to execute the agreement with Indiana Underground Plant Protection Services, Inc. d/b/a Indiana 811, for participation in the statewide underground utility locating and notification system
- 8) Water & Sewer Department:** Request to close intersection of East Washington and South 6th streets for repair/replacement of sewer manhole



9) Engineering Department: Request for temporary lane restrictions on Greene Road for the installation of fiber optic cable, Feb. 14 to Feb. 17, 2023

10) Engineering Department: Acceptance of drainage plan for the Parke North Second subdivision, located north of Kercher Road and west of Parke North Drive

11) Engineering Department: Approve and authorize the Board to execute the Agreement with Swan Bravo Indiana, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1335 Sturgeon Point

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE FEBRUARY 6, 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. 30, 2023 Regular Meeting. Board member Mike Landis moved to accept the minutes with a revision of the wording of agenda item #10, correcting that a well was found on The Crossings property during work by the City (not on a neighboring property). The motion was seconded by Board member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board member Landis moved to approve the agenda as submitted. Board member Nichols seconded the motion. Motion passed 4-0.

1) Legal Department: Pass and adopt Resolution 2023-03, Authorizing the Purchase of two salt/sand spreaders from W.A. Jones Truck Bodies and Equipment

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve Resolution 2023-03, *Authorizing the Purchase of two salt/sand spreaders from W.A. Jones Truck Bodies and Equipment.*

Toms said the City solicited for this purchase under Solicitation Number B-2022-006 in December 2022, but did not receive a responsive offer. Indiana Code 5-22-10-10 allows the City to make a special purchase when another purchasing method described in IC 5-22 has failed to produce a responsive offer.

Toms said the City obtained a quote from W.A. Jones Truck Bodies and Equipment for the sum of \$117,952.

Landis/Nichols moved to pass and adopt Resolution 2023-03, Authorizing the Purchase of two salt/sand spreaders from W.A. Jones Truck Bodies and Equipment for the sum of \$117,952. Motion passed 4-0.

2) Legal Department: Approve and authorize Mayor Stutsman to execute the agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the City Police and Courts Building at a cost of \$26,136.87

Brandy Toms, a paralegal with the City Legal Department, asked the Board to approve, and to authorize Mayor Stutsman to execute, an agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the Police and Court Building. The upgrade will include replacement of all smoke and heat detectors, installation, CAD's, engineering, final connections, programming and testing.

Toms said the City is already under contract with Communication Company for the testing and inspection of the fire alarm system components, so it was not necessary to seek quotes from other vendors for this work. The cost of this upgrade is \$26,136.87, and the work will be completed within 120 days from receiving a fully executed agreement.



Landis/Nichols moved to approve and to authorize Mayor Stutsman to execute the agreement with Communication Company of South Bend for the installation of an updated fire alarm system in the City of Goshen's Police and Courts Building at a cost of \$26,136.87. 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 2:05 p.m.

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

3) Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 518 East Jefferson St. (Ron Davidhizar, property owner)

At 2:06 p.m., Mayor Stutsman opened a public hearing on the Order of the City of Goshen Building Commissioner for the property at 518 East Jefferson St., Ron Davidhizar, property owner.

BACKGROUND:

On Dec. 21, 2022, through a written order, City Building Commissioner Myron Grise notified Ronald Davidhizar, the owner of the property at 518 East Jefferson Street, that his property was in violation of the Goshen City Code.

Grise reported that the Goshen Building Department inspected the subject real estate on Sept. 14, 2022. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. Grise reported that the real estate was re-inspected on Sept. 29, 2022 and again on Oct. 14, 2022, which showed no significant improvement to the real estate.

Grise reported that the real estate was unsafe within the meaning of Indiana Code §36-7-9-4 in that the building or structure on the real estate is: (1) in an impaired structural condition that makes it unsafe to a person or property; (2) a fire hazard; (3) a public health hazard; (4) dangerous to person or property because of one or more violations of Goshen City Code Title 6 concerning building condition or maintenance; and/or (5) vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of Goshen City Code Title 6.

The following thirteen (13) violations of Title 6 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. A permit shall be obtained before a person begins to construct, alter, remodel, rehabilitate, or add to any building or structure, or the placement of a mobile home.
2. There were no working smoke detectors.
3. There was soft, deteriorating wood on the front porch. The building has one or more porches that are not capable of supporting the load that normal use may cause to be placed on them. There was soft, deteriorating wood on the front porch. The stairs on the porch were in disrepair.
4. The building has not been kept in good repair. There was damage to the downstairs bedroom ceiling. There was significant damage to the upstairs closet wall.
5. There was peeling paint/plaster on the bathroom ceiling.



6. The building's wall has not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was significant damage to the front of the dwelling from a downed tree.
7. The dwelling unit at the above cited address is using extension or flexible cords for permanent wiring. Extension or flexible cords are running through doors, under carpets.
8. There was an outlet in the upstairs bedroom that was inoperable. The basement was flooded with six inches of water due to a possible plumbing malfunction.
9. The building has one or more handrails that have not been firmly fastened and capable of supporting normally imposed loads and have not been maintained in good condition.
10. The building has windows and exterior doors that have not been kept reasonably weather tight and in good repair. The front door had broken windows. There were several broken windows.
11. Smoke detectors shall be located in each room used for sleeping purposes and in the common living area on each floor, including the basement.
12. Unable to access basement due to high water.
13. An accumulation of materials, namely wood products and rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was roofing materials that had been discarded in the front yard.

Grise advised the property owner that these violations made the premises, at 518 E. Jefferson St., unsafe. Grise ordered the property owner and tenant to vacate the unsafe building and to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use by completing all repairs set forth in the "Corrective Action Ordered" section of the table, above so that the building and/or structure is in compliance with Title 6 of the Goshen City Code by Jan. 31, 2023.

In the event of a failure comply with this Order, **Grise** advised the property owner that the City of Goshen may take action to make the required corrections and bill the owner for the costs of such work, including, but not limited to, the actual cost of the work performed and an amount equal to the average processing expense the City would incur in pursuing this matter. Such amounts could become a lien upon the real estate and ultimately be enforced in the same manner as any other judgment.

Grise further notified the property owner that a hearing would be held before the Goshen Board of Public Works and Safety on Monday, Feb. 6, 2023 at 2 p.m., or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner.

Grise advised the property owner that he had the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. **Should he fail to appear at the time set for the hearing, the hearing would be conducted in his absence.**

Grise advised that the Goshen Board of Public Works and Safety would have the right to affirm, rescind or modify this Order. The Order of the City of Goshen Building Commissioner is issued on December 21, 2022. **Grise's** Order was included in the Board's meeting packet with a memo from Assistant City Attorney Matt Lawson, a four-page inspection final notice of violations (dated Sept. 30, 2022) by City Rental Inspector Ryan Conrad of the City Building Department and 34 pages of color photographs showing the home's condition.



FEB. 6, 2023 HEARING TESTIMONY, DISCUSSION AND BOARD ACTION:

After convening the hearing, **Mayor Stutsman** noted that property owner **Ronald Davidhizar** was not present. The **Mayor** asked **City Attorney Bodie Stegelmann** if the **Board** should still proceed with the hearing.

City Attorney Stegelmann responded that **Davidhizar** received formal notification of the hearing and that it would be held. **Stiegelmann** asked **City Rental Inspector Ryan Conrad** if he had been in contact with **Davidhizar**. **Conrad** said he was in contact with **Davidhizar's** maintenance supervisor for the property but not **Davidhizar**.

Stiegelmann said the **Board** could start the hearing or wait for **Davidhizar** to arrive. **Assistant City Attorney Matt Lawson** told the **Mayor** that **Davidhizar** had personally signed the certified mailing for the notice of this hearing.

Mayor Stutsman swore in **Conrad** to provide truthful testimony during the hearing. For the record, **City Attorney Stegelmann** noted that it was now 2:08 p.m., which was after the time the hearing was scheduled to begin.

Reading from a memo dated and distributed to the Board today (Feb. 6, 2023), Conrad reported:

- On Sept. 14, 2022, **Conrad** conducted an inspection of the property at 518 E. Jefferson St. and determined that several maintenance violations existed.
- **Conrad** notified the property owner, **Ron Davidhizar**, in writing, that he would have 30 days to correct the violations. **Conrad** inspected the real estate again on Sept. 29 and Oct. 14 and determined that there was no significant improvement to the real estate.
- During a re-inspection of the property this morning (Feb. 6, 2023), it appeared that the property owner has made some improvements. A new roof and porch have been installed. However, code violations still exist.
- There is missing wood siding on the on the front porch with exposed insulation.
- There are broken windows on the property.
- Numerous extension cords are being used to operate portable space heaters and other appliances, thus creating a fire hazard.
- An outlet in one of the bedrooms is malfunctioning, creating an additional need for extension cords.
- There is flooring that does not have adequate support.
- There are exterior wood surfaces that are not properly covered.
- There are newly installed stairs on the porch that do not have the required handrails.
- Additionally, **Conrad** was advised today by the tenant that the heating system works intermittently. The tenant stated that he occasionally uses the oven to provide additional heat.
- **Conrad** asked the **Board** to affirm the **Building Commissioner's** order and that matter be reset for a compliance hearing in another 30 days to continue monitoring progress. He reported that there have been some repairs, but more need to be worked on.

In response to a question from **Mayor Stutsman**, **Conrad** said the tenant is using space heaters because the furnace only works intermittently. **Conrad** said when he visited today, the indoor temperature of the home was comfortable, but the tenant said the furnace is not reliable, so the oven was turned on today. The **Mayor** responded that was not safe. **Conrad** confirmed the home has an old furnace.

Mayor Stutsman asked if the missing wood front siding was in a spot that could become wet and eventually moldy. **Conrad** said it could, especially on a windy and rainy day and the siding is not weather tight.



In response to questions from **Board member Landis, Conrad** discussed the outstanding violations that he found and said priority could be given to requiring repairs of electrical and other safety-related matters. He also said the Board could require some repairs to be made in a few days.

Mayor Stutsman said looking at the list of violations, it appeared all of the repairs could be completed within 30 days, except for a furnace, if it was on back order. He also agreed with prioritizing “life safety issues.”

Board member Swartley said that if the furnace isn’t working, perhaps the Board shouldn’t give the property owners 30 days to make the repairs. She said a furnace during the winter is “important.” The **Mayor** agreed it was essential.

Mayor Stutsman asked **City Attorney Stegelmann** that if the Board gave the property owner 30 days to complete all repairs, could the Board order that some problems be repaired in fewer days. **Stegelmann** said that if the Board finds violations, the Board can further set various time frames for making the repairs.

Mayor Stutsman said he agreed with **Swartley** that using the oven and space heaters with extension cords for heat, because the furnace isn’t working, was a fire hazard.

Board member Landis asked if the Board could order repairs to the non-functioning furnace since it wasn’t included in the Building Commissioner’s original order. **Assistant City Attorney Lawson** clarified that there are four remaining items that still need to be repaired along with the furnace and a few other issues. **Stegelmann** said that he wasn’t sure, due to the need for due process, that an order could be issued today on a matter the property owner wasn’t aware would be heard today. He said action on the furnace should begin with notice to the property owner.

Mayor Stutsman said the Board would still press the issues of the use of extension cords and the outlet malfunction as a way to address the non-operating furnace. **Stegelmann** agreed.

Mayor Stutsman asked **Conrad** if he had informed the property owner that the Board would likely order further repairs within 30 days. **Conrad** said he informed the property owner’s representative today that that repairs in 30 days would likely be his recommendation to the Board. But **Conrad** said he also told the property owner’s representative that he would be noting new items that had to be addressed.

Mayor Stutsman said the City staff should begin work on the paperwork for the new issues, including the furnace, right away so as not to get too far behind on those matters.

Landis said he would agree with requiring the electrical repairs within 30 days.

Swartley said she understood the need for due process, but given that the property owner has 30 days in February to repair the furnace repairs might mean it is never repaired. The **Mayor** agreed this was a frustrating situation.

Swartley asked if **Conrad** had gotten a chance to inspect the basement. **Conrad** said that during the initial inspection, he was unable to enter the basement because it was flooded. He said he was able to inspect it today and noted that the furnace was old. **Conrad** said the oven was also turned on for heat today, which was not good.

Mayor Stutsman asked the City Attorney for advice on how to take action today and whether to mention the need to repair the furnace. **Stegelmann** said Board could direct City staff to start enforcement action related to the furnace, since that would begin the process of putting the property owner on notice this was an issue that must be resolved

Mayor Stutsman then made a motion that the Board affirm the findings of the City Building Commissioner’s order for 518 East Jefferson Street, determining that the listed violations existed and must be repaired in 30 days and that City staff should address the furnace issue. He also moved that the matter be continued to March 13, 2023 for another compliance hearing. Landis seconded the motion. Motion passed 4-0.



At 2:19 p.m., Mayor Stutsman closed the public hearing on the Order of the City of Goshen Building Commissioner for the property at 518 East Jefferson Street (Ron Davidhizar, property owner).

Approval of Civil City and Utility Claims

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

Adjournment

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

EXHIBIT #1: Memorandum by Rental Inspector Ryan Conrad of the City Building Department, dated Feb. 6, 2023, and distributed to the Board during consideration of agenda item #3, Board of Public Works & Safety public hearing: Review of the Order of the City of Goshen Building Commissioner for 518 East Jefferson St. (Ron Davidhizar, property owner). Attached to Conrad's memorandum was the Building Commissioner's order for 518 East Jefferson Street and 16 color photographs showing the current condition of the property.

APPROVED:

Mayor Jeremy P. Stutsman

Mike Landis, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: Feb. 13, 2023
Subject: Open bids: Public Recycling Drop-Off Site Services

On Jan. 25, 2023, the City of Goshen Board of Public Works and Safety solicited sealed proposals for the collection, transport and processing of recyclable materials from the City's new public recycling drop-off site. Services must include the supply and maintenance of collection containers. Services to be provided will begin April 1, 2023 and continue through Dec. 31, 2027.

Sealed proposals are required to be received by the Goshen Clerk-Treasurer's Office at 202 S. 5th St., by 1:45 p.m. on Feb. 13, 2023. All proposals received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on Feb. 13, 2023 in the City Court/Council Chamber at the Goshen Police and Court Building, 111 E. Jefferson St.

In addition to cost, proposals will be evaluated based on whether the bidder is responsible, and if the bidder's proposal is responsive. The City of Goshen reserves the right to accept or reject any and/or all proposals, delete any portions thereof, to waive any informalities or irregularities in any proposal received, and to award a contract consistent with Indiana law, to the lowest responsible and responsive bidder.

Background:

The County of Elkhart has provided recycling drop-off site services on a county-wide basis for more than 10 years. There were ten locations in 2021 which was reduced to five locations in 2022. Two of the drop-off sites were located in the Goshen city limits. The County of Elkhart will no longer be providing recycling drop-off site services as of April 1, 2023.

The County is proposing to provide the City with funding assistance to provide a recycling drop-off site for use by any resident. So, the City of Goshen has developed a new public recycling center drop-off site located on North Indiana Avenue, south of West Wilden Avenue and north of the railroad.

As of Aug. 1, 2022, the City of Goshen began providing eligible residences in the Goshen city limits with curbside recycling services on a bi-weekly basis. Goshen's residential curbside recycling will be supplemented with the new drop-off recycling site on Indiana Avenue.

Suggested motion: Refer the bids to the Legal Department for review.



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

February 13, 2023

To: Goshen Board of Public Works and Safety
From: Shannon Marks, Legal Compliance Administrator
Subject: Goshen Fire Department Conditional Offer of Employment to Joshua L. Hite

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Joshua L. Hite, as well as approve the attached Conditional Offer of Employment Agreement and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

The agreement sets forth the conditions that the prospective employee 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. Joshua currently possesses Firefighter I/II certification, and Basic EMT certification. Once employed, Joshua will be required to 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.

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

Suggested motions:

- (1) Move to extend a conditional offer of employment to Joshua L. Hite as a probationary firefighter.
- (2) Move to approve the Conditional Offer of Employment Agreement with Joshua L. Hite, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2023, which is the date of the last signature set forth below, by and between **Joshua L. Hite** ("Hite") and **City of Goshen, Indiana**, acting through the Goshen Board of Public Works and Safety ("City").

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

CONDITIONAL OFFER OF AND PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

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

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

**AGREE TO OBTAIN A PARAMEDIC LICENSE
AND SERVE AS A PARAMEDIC**

- (1) As a condition of employment with City and the Goshen Fire Department, Hite is required to successfully complete a paramedic training program, pass the license test, obtain an Indiana paramedic license, and serve as an active paramedic with the Goshen Fire Department a minimum of three (3) years.
- (2) Upon commencing employment, Hite agrees to enroll in a paramedic training program when instructed to do so by the Fire Chief, attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license. If Hite is currently enrolled in and attending a paramedic training program prior to commencing employment, Hite agrees to continue to attend and successfully complete the training program, pass the license test, and obtain an Indiana paramedic license.
- (3) Starting on Hite's first day of employment, City will pay the cost of the paramedic training program. If Hite is currently enrolled in and attending a paramedic training program prior to commencing employment, City will pay a prorated cost of the training program based on the portion of the training program remaining after Hite's first day of employment with the Goshen Fire Department. While employed with the Goshen Fire Department, City will pay Hite for the time to attend class and required clinical sessions. Hite shall schedule all classes and clinical sessions when Hite is scheduled to work to the extent possible. City will pay the cost for the paramedic training program, or prorated portion thereof, and for Hite's time to attend the paramedic training classes and clinical sessions one (1) time. City will not pay for a refresher course or for Hite's time to attend a refresher course unless City does not pay for any of the paramedic training program cost or Hite's time to attend the paramedic training program.
- (4) Hite shall have twenty-four (24) months from the first day of the paramedic class to successfully complete the paramedic training program. Hite agrees to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program.
- (5) If Hite refuses to attend the paramedic training program, fails to successfully complete the paramedic training program within twenty-four (24) months from the first day of the

paramedic class, or fails to obtain an Indiana paramedic license within one (1) year after completion of the paramedic training program, Hite's employment with City and the Goshen Fire Department will be terminated for cause.

- (6) Except as provided by paragraph (10), if Hite leaves employment with City and the Goshen Fire Department before obtaining an Indiana paramedic license, including termination, Hite agrees to repay City the City's actual cost for Hite to attend the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hite's shift due to Hite's attendance of the paramedic training classes and clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic license, Hite agrees to serve City and the Goshen Fire Department as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time. Hite agrees to maintain Hite's paramedic license as long as Hite is required to serve City and the Goshen Fire Department as a paramedic.
- (8) Hite agrees to serve City and the Goshen Fire Department as an active paramedic for a minimum of three (3) full years. Except as provided by paragraph (10), if Hite fails to serve City and the Goshen Fire Department as an active paramedic for three (3) full years, including termination, Hite agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) or City's actual cost for Hite to attend the paramedic training program, whichever is less. The reimbursement amount will be credited at the rate of Five Thousand Dollars (\$5,000) or one-third (1/3) of City's actual cost, whichever is less, for each full year Hite serves City and the Goshen Fire Department as an active paramedic. (Credit will not be given for partial years of service.) If City's actual cost for the paramedic training is less than Fifteen Thousand Dollars (\$15,000), then City and Hite agree to establish in writing City's actual cost for Hite to complete the paramedic training program, including the cost of the training program and the time City paid another employee to cover Hite's shift due to Hite's attendance of the paramedic training classes and clinical sessions.
- (9) Hite's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hite's last day of employment with City and the Goshen Fire Department. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Hite's last day of employment with City and the Goshen Fire Department.
- (10) No repayment will be due City if Hite fails to obtain an Indiana paramedic license and/or fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical for Hite to obtain an Indiana paramedic license and/or to continue to serve as a paramedic in the foreseeable future, or due to death.

AMENDMENT

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

SEVERABILITY

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

INDIANA LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

City of Goshen, Indiana

By: _____

Joshua L. Hite

Printed: _____

Date: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Resolution 2023-04 – Authorizing the Purchase of Two (2) Police Pursuit Vehicles
Date: February 13, 2023

Attached for the Board's approval is Resolution 2023-04 Authorizing the Purchase of Two (2) Police Pursuit Vehicles. The City planned to purchase two pursuit vehicles in 2022 at a cost \$49,975 each, however, the supplier will not be able to supply these vehicles on a timely basis. IC 5-22-10-5 allows the City to make a special purchase when an opportunity to make that purchase can be done so at a substantial savings to the City. City staff located two police pursuit vehicles that the City can purchase at a cost of \$43,100 each. The City obtained a quote from Kelly Chevrolet for the sum of Eighty-Six Thousand Two Hundred Dollars (\$86,200.00) for the cost of the two vehicles.

Suggested Motion:

Move to pass and adopt Resolution 2023-04 Authorizing the Purchase of Two (2) Police Pursuit Vehicles from Kelly Chevrolet for the sum of Eighty-Six Thousand Two Hundred Dollars (\$86,200.00) for the cost of the two vehicles..

**Goshen Board of Public Works and Safety
Resolution 2023-04**

Special Purchase of Police Pursuit Vehicles

WHEREAS, Indiana Code 5-22-10-5 allows the City to make a special purchase without soliciting bids or proposals where there exists a unique opportunity to obtain equipment at a substantial savings to the Goshen Board of Public Works and Safety;

WHEREAS, the City of Goshen Police Department planned to purchase two pursuit vehicles in 2022, at a cost of Forty-Nine Thousand Nine Hundred Seventy-Five Dollars (\$49,975.00) for each such vehicle;

WHEREAS, the supplier of the two pursuit vehicles will not be able to supply such vehicles on a timely basis;

WHEREAS, City staff has located two police pursuit vehicles that the City can purchase at a cost of Forty-Three Thousand One Hundred Dollars (\$43,100.00) per vehicle (see attached quote); and

WHEREAS, the City wishes to purchase the subject police pursuit vehicles without soliciting bids or proposals under Indiana Code 5-22-10-5, as the opportunity to purchase such vehicles offers a unique opportunity to obtain the vehicles at a substantial savings to the City.

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

1) Purchasing two (2) 2023 Tahoe 4x4 "PURSUIT" vehicles from Kelly Chevrolet pursuant to the quote attached hereto at a cost of Forty-Three Thousand One Hundred Dollars (\$43,100.00) per vehicle constitutes a unique opportunity to obtain pursuit vehicles for the Police Department at a substantial savings under Indiana Code 5-22-10-5, as compared to purchasing similar vehicles through the City's normal purchasing processes.

2) The City approves the purchase of the two (2) 2023 Tahoe 4x4 "PURSUIT" vehicles from Kelly Chevrolet pursuant to the terms of a mutually acceptable contract with Kelly Chevrolet.

3) The contract records for the special purchase resolved by this resolution shall be maintained by the Goshen Board of Public Works and Safety in a separate file in the Clerk-Treasurer's Office for a minimum of five (5) years in accordance with Indiana Code § 5-22-10-3.

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

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Barb Swartley, Member



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

February 7, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Quote for Sodium Hypochlorite

The City solicited quotes for the purchase of Sodium Hypochlorite, a chemical required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Sodium Hypochlorite for the remainder of the 2023 calendar year:

Vendor	Unit Price per/gal	Notes
Haviland Products 421 Ann Ste, N.W. Grand Rapids, MI 49501		Did not provide a responsive and responsible quote
Olin Chemical Lemont, IL		Did not provide quote.
Rowell Chemical Corp Hinsdale, IL	\$1.89	
Alexander Chemical Corp Peru, IL	\$1.889	Did not provide a responsive and responsible quote

The only responsive and responsible quote received by the City for this chemical was from Rowell Chemical Corp. It is the recommendation that the Board awarded the contract to supply the City with sodium hypochlorite for the remainder of the 2023 calendar year to Rowell Chemical Corp.

Suggested Motion:

Award the contract to Rowell Chemical Corp. as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Sodium Hypochlorite at a cost of \$1.89 per gal.



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

February 7, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Quote for Ferric Chloride

The City solicited quotes for the purchase of Ferric Chloride, a chemical required for the WWTP, in accordance with Indiana Code § 5-22-8-3. Below is a summary of the quotes received for the supply of Ferric Chloride for the remainder of the 2023 calendar year:

Vendor	Unit Price per/gal	Notes
Kemira Water Solutions, Inc. Lawrence KS	\$1.538	
PVS Technologies, Inc. Detroit MI	\$1.58	
BioChem, Inc Evansville, IN	-	Did not provide a responsive and responsible quote

The only responsive and responsible quote received by the City for this chemical was from Kemira Water Solutions. It is the recommendation that the Board awarded the contract to supply the City with Ferric Chloride for the remainder of the 2023 calendar year to Kemira Water Solutions.

Suggested Motion:

Award the contract to Kemira Water Solutions as the lowest responsive and responsible quoter and authorize the issuance of a purchase order for the purchase of Ferric Chloride at a cost of \$1.538 per gal.



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

February 13, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2023-04, Interlocal Agreement with Elkhart County
for Animal Control Services

Attached to Resolution 2023-04 is an Interlocal Agreement with the County of Elkhart for animal control services. The County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2023 for certain areas of the county, including the City of Goshen. Under this Interlocal Agreement, the City would contribute \$85,400 to reimburse the County for the cost to provide animal control services within the Goshen city limits.

Suggested Motion:

Move to adopt Resolution 2023-04, Interlocal Agreement with Elkhart County for Animal Control Services.

**Goshen Board of Public Works and Safety
Resolution 2023-04**

**Interlocal Agreement with Elkhart County
for Animal Control Services**

WHEREAS Elkhart County has negotiated a contract with The Humane Society of Elkhart County, Inc. to provide animal shelter management and animal control services for 2023 for certain areas of Elkhart County, including within the corporate boundaries of the City of Goshen.

WHEREAS the City of Goshen agrees to contribute \$85,400 to reimburse Elkhart County for the cost of providing animal shelter management and animal control services within the City of Goshen.

WHEREAS pursuant to Indiana Code § 36-1-7 et seq., a power that may be exercised by one governmental entity may be exercised by one entity on behalf of another entity if the entities enter into a written agreement.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety approves the terms and conditions of the Interlocal Agreement with Elkhart County for animal control services attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor and Clerk-Treasurer are authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and City of Goshen.

PASSED by the Goshen Board of Public Works and Safety on February 13, 2023.

Jeremy P. Stutsman, Mayor

Member

Member

Member

Member

**INTERLOCAL AGREEMENT BETWEEN ELKHART COUNTY, INDIANA
AND CITY OF GOSHEN, INDIANA FOR ANIMAL
CONTROL SERVICES**

This Agreement is made and entered into this ____ day of _____, 2023, by and between the COUNTY OF ELKHART, INDIANA (hereinafter referred to as the "County"), and the CITY OF GOSHEN, INDIANA (hereinafter referred to as "Municipality"),

WITNESSETH:

WHEREAS County has negotiated with The Humane Society of Elkhart County, Inc. for animal shelter management and animal control services for 2023;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2023 includes the unincorporated areas of Elkhart County and may include the areas within the corporate limits of the Municipality;

WHEREAS the Contract for Animal Shelter Management and Animal Control Services for 2023 has been entered into by County in the form which is attached to as Exhibit A;

WHEREAS the County and Municipality desire to enter into this Agreement in order to provide for the Services within the Municipality and to facilitate the reimbursement to the County by the Municipality for the cost of providing the Services within the Municipality for calendar year 2023;

NOW, THEREFORE in consideration of the foregoing and of the promises and commitments herein contained, the parties hereby agree as follows:

1. Definition of Services. For purposes of this Agreement, the term "Services" shall refer to the animal shelter management and animal control services to be furnished by The Humane Society of Elkhart County, Inc. to the Municipality pursuant to the Contract attached hereto as Exhibit A.

2. Administration. The County shall serve as the lead agency for the Services and assumes and agrees to be responsible for the overall administration of the Services to include, but not be limited to, the following:

a. Contracting with The Humane Society of Elkhart County, Inc. as required by and in compliance with the applicable statutes governing the County and contracts for public services;

b. Administering the contract with The Humane Society of Elkhart County, Inc.;

c. Maintaining the documents, contracts, notices, and other records in connection with the Services, including the financial records and providing a financial summary to the Municipality for all funds expended and received in connection with the Services; and

d. Providing such other general administrative services as are necessary to complete the Services.

3. Municipality Participation.

Municipality shall be responsible for reimbursing and contributing to County the sum of Eighty Five Thousand Four Hundred Dollars (\$85,400.00) for the Services which shall be paid in two (2) installments of Forty Two Thousand Seven Hundred Dollars (\$42,700.00) each with the first installment becoming due and payable on or before April 1st 2023 and with the second installment being payable on or before August 1st 2023. The Municipality contribution, or changes in amounts thereto, for calendar year 2023 are subject to budget approvals and appropriations by the Municipality.

4. Filing Requirements. Within thirty (30) days after the approval and execution of this Agreement, the County shall have this Agreement recorded and filed with the appropriate governmental offices and agencies as required by Indiana Code.

5. Supplemental Documents. The Municipality and County agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Agreement.

6. Non-Discrimination. Pursuant to Indiana Code § 22-9-1-10, neither the County nor any of its contractors or subcontractors shall discriminate against any employee or applicant for employment, to be employed in the performance of any work under this Agreement with respect to hire, tenure, terms or conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, ancestry or veteran status. Breach of this covenant may be regarded as a material breach of this Agreement.

7. Miscellaneous.

a. Amendment. This Agreement, and any exhibits attached hereto, may be amended only by the mutual written consent of the parties, by the adoption of a resolution approving said amendment as provided by law, and by the execution of said amendment by the parties.

b. No Other Agreement. Except as otherwise expressly provided herein, this Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter hereof and is a full integration of the agreement of the parties.

c. Severability. If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants, agreements, or portions of this Agreement, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

d. Indiana Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

e. Notice. Any notices required or permitted under this Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United State mail, certified mail, return receipt requested, with proper postage affixed thereto, and which notices shall be effective three (3) days after date of mailing:

County: Board of Commissioners of the County of Elkhart, Indiana
Elkhart County Administration Building
117 North Second Street
Goshen, IN 46526

Municipality: City of Goshen
C/O Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528_____

With copies to: Craig Buche, Elkhart County Attorney
Yoder, Ainlay, Ulmer & Buckingham, LLP
P.O. Box 575
130 North Main Street
Goshen, IN 46527

And _____

The parties may change their respective mailing addresses by providing written notice of the new address in accordance with the terms and provisions of this paragraph.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, that this Agreement may not be assigned without the express written consent of the non-assigning party.

9. Counterparts. This Agreement may be executed in multiple counterparts and with multiple but separate signature pages with the multiple counterparts and multiple and separate signature pages constituting one single and unified Agreement when combined.

IN WITNESS WHEREOF, the parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written.

BOARD OF COMMISSIONERS OF THE
COUNTY OF ELKHART, INDIANA

By _____
Bradley D. Rogers, President

By _____
Suzanne M. Weirick, Vice-President

By _____
Bob Barnes, Member

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

CITY OF GOSHEN, INDIANA

By: _____

Print: Jeremy Stutsman, Mayor

ATTEST:

By: _____

Title: Clerk-Treasurer

Richard R. Aguirre

STATE OF INDIANA,)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, personally appeared the Board of Commissioners of Elkhart County, Indiana and Patricia A. Pickens, Elkhart County Auditor, and acknowledged that as said Commissioners and Auditor, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of Elkhart County, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

STATE OF INDIANA)
) SS:
COUNTY OF ELKAHRT)

Before me, a Notary Public in and for said County and State, this ____ day of _____, 2023, personally appeared Jeremy Stutsman, Mayor and Richard R. Aguirre, Clerk-Treasurer, and acknowledged that as said representatives, they respectively executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Goshen, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of Elkhart County, IN

My Commission Expires:

APPROVAL

The Elkhart County Council hereby approves of the above and foregoing Interlocal Agreement this _____ day of _____, 2023.

ELKHART COUNTY COUNCIL

By _____
Thomas Stump, President

ATTEST:

Patricia A. Pickens, Elkhart County Auditor

Exhibit A

CONTRACT FOR ANIMAL SHELTER MANAGEMENT AND ANIMAL CONTROL SERVICES

This contract made effective this 1st day of January, 2023 by and between the County of Elkhart, State of Indiana, hereinafter called the "County" and The Humane Society of Elkhart County, Inc., 54687 County Road 19, Bristol, Indiana, 46507, or its successors, executors, administrators and assignees, hereinafter called the "Contractor";

WITNESSETH:

WHEREAS, the Contractor is a not-for-profit corporation organized for the purpose of caring for and sheltering animals within Elkhart County, Indiana and has the personnel, facilities and equipment to aid the County with these services;

WHEREAS, the County desires to contract with the Contractor for animal control and shelter service, and the Contractor desires to provide the County with such services;

NOW, THEREFORE, in consideration of the premises and payments set forth in Section IV below, and the mutual promises herein, the parties agree as follows:

I. CONTRACT DOCUMENTS

The parties hereby agree to the following contract requirements. Where there is a conflict between the requirements of State and County law and the requirements set forth below, the requirements of State and County law shall take precedence and govern.

II. CONTRACTOR WORK REQUIREMENT

It is agreed that the service to be performed under this Contract is to provide animal shelter management services and animal control services in accordance with the terms, conditions and specifications contained or referenced herein.

The Contractor agrees that all animal shelter management services and animal control performed for the County shall be performed in full compliance with the applicable Federal, State and County laws, regulations and guidelines for such services.

The Contractor agrees that it shall provide the following animal shelter management services and animal control services:

A. Operation of the Animal Shelter

1. The Contractor shall operate and maintain the Animal Shelter located at 54687 County Road 19, Bristol, Indiana 46507 (the "Shelter").

2. The Contractor shall abide by all laws of the State of Indiana and all local ordinances designed to prevent cruelty to animals, and to enforce those laws and ordinances where it has the lawful authority to do so. The Contractor shall be entitled to rely in good faith upon the opinion of legal counsel as to whether it has such lawful authority.
3. Subject to paragraph IV (B) below but excluding the incorporated areas of the Town of Millersburg, the Contractor shall lawfully pick up, capture, impound, accept, care for, board, maintain and dispose of animals within the incorporated and unincorporated areas of Elkhart County, Indiana in the following instances: 1) the Contractor shall, during its regular business hours on Mondays through Fridays, pick up all observed or reported stray, confined, domestic animals; and 2) the Contractor shall, during other hours, pick up all observed or reported stray, confined, domestic animals where an animal is observed or reported as sick or injured, or where the animal is observed or reported to have bitten a human.
4. At a minimum, the Contractor shall operate the Shelter and keep the Shelter open to the public from 9 a.m. through 4 p.m. Monday through Saturday, except for Federal, State and County holidays when the Shelter may be closed to the public.
5. The Contractor shall provide an adequately trained animal technician staff of sufficient size to provide all the services required under this Contract.
6. The Contractor shall provide adequate food, water, shelter, space, care, treatment and transportation to all animals housed at the Shelter.
7. The Contractor shall provide a system to monitor medical and other information on each sheltered animal.
8. The Contractor shall be responsible for publicizing the hours of operation and the services of the Shelter.

B. Impoundment of Animals

1. The Contractor shall be responsible for enforcement of the quarantine for a 10 day period of any stray domestic animal which has bitten or is suspected to have bitten a person or as directed by the Elkhart County Health Department or County officials.
2. The Contractor shall be responsible for the humane euthanasia of any animal using methods approved by the State Veterinarian, if euthanasia is

required for reasons of public safety or welfare. The County acknowledges that nothing in this Contract shall be deemed to preclude the euthanasia of any animal by the Humane Society of Elkhart County, Inc. In the event the Humane Society of Elkhart County, Inc. performs euthanasia of any animal for reasons other than public safety or welfare, or other than in satisfaction of the County's legal obligations, if any, the Humane Society of Elkhart County, Inc., shall be responsible for, shall defend against and shall indemnify and hold the County harmless against any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the performance of such euthanasia.

3. The Contractor shall not be responsible for the collection and disposal of the carcasses of dead animals.
4. The Contractor shall maintain all necessary records and reports of animals impounded at the Shelter.
5. The Contractor shall, upon request, furnish law enforcement agencies of Elkhart County and the Elkhart County Health Department all information in its possession about animals which have been impounded due to cruelty, neglect, bite cases or contagious diseases and shall cooperate with the said officials in the enforcement of laws prohibiting animal cruelty and supporting public safety.
6. Whenever the ownership of an impounded animal is ascertained, the Contractor shall make a reasonable effort to notify the owner of the animal's impoundment within the next business day after the animal is initially confined.
7. The Contractor shall collect, secure and deposit all fees, fines and costs due, including the cost of providing veterinary care for an animal, from owners of impounded animals in accordance with applicable laws. County shall not be responsible for such obligations.

C. Animal Control Officers

1. The Contractor shall employ individuals to enforce the provisions of, and to perform as animal control officers ("Animal Control Officers").
2. The Contractor shall be responsible for all continuing education training of Animal Control Officers to assure their continued compliance with State and local educational and training requirements.

D. Public Service Programs

In consideration of the award of this contract to the Contractor, the Contractor shall provide at its sole cost and expense, the following services:

1. A volunteer program to encourage support for the Contractor and its operations of the Shelter; provided that all volunteers shall execute, as a condition of their participation, a waiver of liability, in form and content acceptable to the Contractor;
2. Events designed to promote animal adoptions and to educate the public about animal welfare; and
3. The adoption program shall be conducted to ensure humane, permanent homes for animals. The Contractor must maintain a documented adoption procedure and maintain complete records of all adoption attempts and placements.

E. Cost of Operation, Expenses of Contractor and Expenses of County

1. The Contractor shall maintain at all times adequate supplies for the performance of its obligations under this Contract, including without limitation, the lawful duties of the Animal Control Officers.
2. All donations of any kind, made to the Humane Society of Elkhart County, Inc., will be considered the sole property of the Contractor, and if received by the County will be promptly forwarded to the Contractor.

F. Meetings and Other Requirements

The County shall appoint an individual to serve as liaison with the Contractor for the purpose of reviewing any matters relative to this Contract. To ensure adequate communication and coordination among all County agencies, the Contractor shall direct all notices required or permitted under this Contract through the contract administrator. In the case of an event requiring notification of County agencies other than the Sheriff Department, the Contractor shall inform the contract administrator or designee in a timely manner.

III. PERIOD OF CONTRACT PERFORMANCE

The term of this Contract is from January 1, 2023 through December 31, 2023. County may renew this Contract for calendar years 2024 and 2025 subject to the mutual agreement with the Contractor as to the Contract costs for said years.

IV. CONTRACT COSTS

- A. The Contractor at its own proper cost and expense shall do all the work necessary to carry out its obligations set forth in this Contract to the full extent as set forth herein and to the satisfaction of the County.

- B. For calendar year 2023, County shall pay the total sum of Two Hundred Twenty Thousand Dollars [\$220,000.00] to Contractor to perform all services under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein with respect to the unincorporated areas in Elkhart County, Indiana. Said amount shall be payable by County to Contractor as follows: County shall pay One Hundred Thirty Thousand Dollars (\$130,000.00) to Contractor on or before February 15, 2023, the balance of Ninety Thousand Dollars [\$90,000.00] shall be payable by County to Contractor in three (3) quarterly installments of Thirty Thousand Dollars [\$30,000.00] on April 1, 2023, July 1, 2023 and October 1, 2023. In consideration of the advancement of the One Hundred Thirty Thousand Dollars (\$130,000.00) on or before February 15, 2023, Contractor agrees to provide all of the services to be performed under this Contract in accordance with the terms, conditions, and specifications contained or referenced herein both in the incorporated and unincorporated areas of Elkhart County, Indiana, but excluding the incorporated areas of the Town of Millersburg.

After March 31, 2023, Contractor shall not be required to provide the services to be performed under this Contract in the incorporated areas of Elkhart County, Indiana unless County agrees to pay an additional amount for any or all of the following incorporated areas respectively:

<u>Municipality</u>	<u>Amount</u>
City of Elkhart	\$139,150
City of Goshen	\$85,400
Town of Middlebury	\$5,940
Town of Wakarusa	\$6,600
Town of Bristol	\$4,400
Town of Nappanee	\$11,535

County intends to seek Interlocal Agreements with each of these listed municipalities to cover the additional costs specified above for each municipality. If such Interlocal Agreements are entered, County shall give written notice to Contractor on or before March 31, 2023 of which incorporated areas are to be covered by the services to be performed under this Contract by Contractor after March 31, 2023. County's notice may provide by its election to have Contractor

provide the services under this Contract in any or all of the municipalities listed above. For each municipality to be provided the services under this Contract after March 31, 2023, County shall pay to Contractor the additional amount specified above for that municipality which amounts shall be payable in three (3) quarterly installments paid on April 1, 2023, July 1, 2023 and October 1, 2023. Should any of the municipalities increase or decrease the amounts specified above the County will adjust the quarterly obligation to reflect the increase or decrease in funding from the municipalities in 2023.

- C. The parties reserve the right to negotiate mutually agreed rates for other future specified services. If the Contractor reasonably believes that any work it is requested to perform under this Contract is not, or may not be, within the scope of the Contract, or represents, or may represent a material change in the Contract, the Contractor shall immediately notify the Contract Administrator that the work is beyond the scope of the Contract or represents a material change in the Contract, and if the County desires the work to be undertaken, then the Contractor shall be fully compensated for performing the work; provided that a written change order to this Contract must have been made pursuant to Section V, B prior to the work being performed in order for such additional compensation to be paid to the Contractor.

V. PERSONNEL AUTHORIZED TO REPRESENT THE PARTIES

A. Authorized Contract Administrators

- 1. Contract Administrator for the County shall be:

T. Jeffery Taylor
Elkhart County Administrator
117 N. Second Street
Goshen, IN 46528-3298
574-534-3541 FAX 574-535-6747

- 2. Contract Administrator for the Contractor shall be:

Director
Humane Society of Elkhart County, Inc.
54687 County Road 19
Bristol, IN 46507
574-848-4225 FAX 574-848-5453

B. Contracting Officer

County and Contractor's Administrator must authorize changes made to this Contract throughout the Contract period in writing.

VI. STATE LAW CERTIFICATION PROVISIONS

- A. Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract with respect to hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Contract.
- B. Contractor 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 Contractor will not violate the terms of I.C. 24-4.7 for the duration of this Contract, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for de minimis and non-systematic violations, 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 Contract, even if I.C. 24-4.7 is preempted by federal law.
- C. Investment Activity. Pursuant to Indiana Code §5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.
- D. E-Verify Program. Pursuant to Indiana code §22-5-1.7-11 Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of the Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of this Agreement through the E-Verify Program if the E-Verify Program no longer exists. Contractor further represents and certifies subject to pain and penalties of perjury that it does not knowingly employ an unauthorized alien.

VII. TAX REQUIREMENTS

By executing this Contract, the Contractor agrees to comply with the laws, regulations, and rulings of the United States Internal Revenue Service related to the requirements for filing information statements, including IRS Form 1099.

VIII. DEFAULT

- A. Upon Contractor's failure to cure a default (i.e., non-performance or violation of contract terms) within fifteen (15) days of written notice of such default from the County to the Contractor (provided, if such default cannot be cured within such 15 day period, and the Contractor commences the cure within such 15 day period, the cure period shall be extended to 30 days after the initial written notice of such default), this Contract may be canceled or annulled by the County or its designee in whole or in part by written notice of default to the Contractor. Upon default, an award may be made to another contractor and the Contractor shall be liable to the County for costs incurred in excess of the costs provided for in this Contract.
- B. Rights, obligations, or liabilities of both parties, which arise prior to the suspension or termination of this Contract shall survive the suspension or termination of this Contract.

IX. ASSIGNMENT

Contractor shall not assign, transfer, convey or otherwise dispose of any or all of its right, title or interest in this Contract, without the prior written consent of County.

X. GOVERNING LAW

This Contract shall be governed in all respects by the laws of the State of Indiana and the County of Elkhart.

XI. INDEMNIFICATION, LIMITATION OF LIABILITY AND NOTICE

- A. Contractor shall be responsible for, shall defend against, and shall indemnify and hold the County harmless from any and all suits, claims, demands, losses or actions made against the County based upon, arising from, or incident to the provision of services by the Contractor under this Contract. This indemnification does not include indemnification for claims based upon the alleged unconstitutionality or invalidity of any provision of the state or county codes pursuant to which the Contractor acts or an alleged invalidity of the delegation, if any, to the Contractor under this Contract or the authority to enforce the state and county animal control laws and animal cruelty laws.
- B. The County shall notify the Contractor of any suit, claim, demand, loss or action made or files against the County within ten days after the County's receipt or learning of it.

XII. WARRANTIES

Each party to this Contract warrants the following:

- A. This Contract constitutes a valid, binding and enforceable agreement of the party;
- B. The execution of this Contract and the performance of its obligations are within the party's powers; have been authorized by all necessary action on behalf of the party; do not constitute a breach by the party of any agreement with another party; and will not cause a breach by the party of any duty arising at law or in equity; and
- C. The party possesses the financial capacity to perform all of its obligations under this Contract.

The parties agree that the failure of any of the above representations and warranties to be true during the term of this Contract shall constitute a material breach of this Contract, and the non-breaching party shall have the right, upon notice to the breaching party, to immediately terminate this Contract. All amounts outstanding hereunder shall be immediately due and payable. Court costs and other costs and expenses, including reasonable attorney's fees incurred in the collection of any amounts due hereunder, may also be recovered by the non-breaching party.

XIII. SEVERABILITY

Should any provision of this Contract be declared invalid for any reason, such decision shall not affect the validity of any provisions, which other provisions shall remain in force and effect as if this Contract had been executed with the invalid provision(s) eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this Contract without including therein such provision(s) which may for any reason be hereafter declared invalid.

XIV. NON-WAIVER

The failure of the Contractor or the County to exercise any right, power or option arising under this Contract, or to insist upon strict compliance with the terms of this Contract, shall not constitute a waiver of the terms and conditions of this Contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the County of their rights at any time thereafter to require exact and strict compliance with all the terms hereof

XV. SURVIVABILITY OF PAYMENT OBLIGATIONS, RIGHTS AND REMEDIES

Provided the Contractor has not defaulted in the performance of its obligations under this Contract, the obligation of the County to make payments as herein set forth shall continue until fully performed. Any rights and remedies the County or Contractor may have with respect to each other arising out of either party's performance of services or obligations hereunder shall survive the expiration or termination of this Contract.

XVI. RELATION TO COUNTY

In performing services under this Contract, the Contractor shall be an independent contractor for the County, and neither the Contractor nor its employees, shall under any circumstances be considered employees, servants or agents of the County. The County shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents while performing under this Contract.

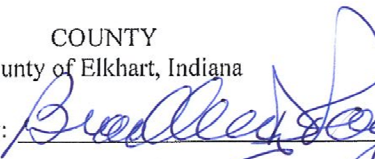
XVII. SIGNATORIES

Please type or print the following information, with the exception of the signature.

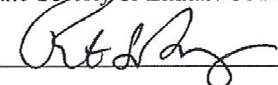
COUNTY
County of Elkhart, Indiana

CONTRACTOR
Humane Society of Elkhart County, Inc.

By:



By:



Printed:

BRADLEY D. ROGERS

Printed:

ROBERT LARoy

Title:

President

Title:

EXECUTIVE DIRECTOR

Date:

2-6-2023

Date:

1-20-23



CITY OF GOSHEN LEGAL DEPARTMENT
Matt Lawson, Assistant City Attorney

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

mattlawson@goshencity.com • www.goshenindiana.org
Phone (574) 537-3807 • Fax (574) 533-8626 • TDD (574) 534-3185

February 10, 2023

To: Board of Public Works and Safety
From: Matt Lawson
Subject: Indiana 811 Membership Agreement

Attached for the Board's approval and authorization for the Mayor to execute is a Membership Agreement with Indiana Underground Plant Protection Services, Inc. d/b/a Indiana 811 for participation in the statewide underground utility locating and notification system established to reduce dig-in damage, periods of utility service disruptions, and the risk of injury to excavators and the public.

Indiana 811 shall be paid for utility location services per ticket submitted by the City which has historically been as much as \$800 per month.

Suggested Motion:

Approve and authorize the Mayor to execute the agreement with Indiana Underground Plant Protection Services, Inc. d/b/a Indiana 811 for participation in the statewide underground utility locating and notification system which the City of Goshen will pay for per ticket which has historically been as much as \$800 per month.

Indiana Underground Plant Protection Services, Inc.
d/b/a Indiana 811
Membership Agreement

This agreement, made this **10th** day of **February, 2023**, by and between **Indiana 811**, an Indiana Not-For-Profit Corporation with its principal offices in Greenwood, Indiana (hereinafter referred to as the “corporation”), and the **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 (hereinafter referred to as “Member”) in the grade of:

 X Voting (Owns Underground Plant)

 Associate (Does not own Underground Plant) \$100.00 Minimum Annual Fee

WHEREAS, Member may have underground facilities needing the protection offered by Corporation, and therefore wishes to become a Member of the Corporation.

Member does hereby agree to support the purposes for which Indiana 811 was formed, namely to operate a statewide, one-call system to receive notification prior to any activity which may damage underground facilities, and to relay the notification to the Corporation’s members in order to reduce dig-in damages, periods of utility service disruptions, and the risk of injury to excavators and the public.

All Members eligible to receive notification about activities which may damage underground facilities from the Call Center and other member classifications hereby agree to follow and coordinate their operations with the by-laws established by the Board of Directors of the Corporation. These by-laws may be amended by two-thirds (2/3) vote of the Board of Directors of the Corporation.

All Members shall be obligated to pay fees. The fees shall be based upon a fee schedule adopted by the Board of Directors of the Corporation, and may be changed from time to time, as necessary, in accordance with the Corporation's By-Laws.

It shall be the obligation of each Member to submit in writing to the Corporation or its designated assignee, all necessary data as to the geographical area for which they wish to be notified of underground locate requests.

The agreement shall be considered to be in full force and effect from the date first above written into perpetuity and shall be considered binding upon the successors and assigns of the Member herein stated.

Company: City of Goshen

Approved by:
(Print Name) Jeremy P. Stutsman

Approved by:
(Signature) _____

Title: Mayor **Date:** 02/10/2023

811: _____ **Date:** _____

Justin Sell, Executive Director

ADDENDUM

THIS ADDENDUM is made and entered into the 10th day of February, 2023, by and between Indiana 811, an Indiana Not-For-Profit Corporation with its principal offices in Greenwood, Indiana (hereinafter referred to as the “corporation”), and the 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 (hereinafter referred to as “City”)

WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for membership relating to Indiana 811 utility location and protection services (“Agreement”); and

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. State Law Provisions.

a. Non-Discrimination - Pursuant to Indiana Code § 22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

b. Anti-Nepotism - Contractor is aware of the provisions under Indiana Code § 36-1-21 with respect to anti-nepotism in contractual relationships with governmental entities, and shall comply with such statute.

c. Investment Activity - Pursuant to Indiana Code § 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

d. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program

if the E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

e. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

2. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

DATED EFFECTIVE with the effective date of the Agreement.

CITY: CITY OF GOSHEN, INDIANA

By: _____

Name: Jeremy P. Stutsman

Title: Mayor

Date: February 10, 2023

CONTRACTOR: INDIANA 811

By: _____

Name: Justin Sell

Title: Executive Director

Date: _____

INDIANA 811 MEMBERSHIP CONTACTS

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to:

memberservices@usa811.org

Member Name: GOSHEN WATER AND SEWER PLANT

Member/Service Area ID(s): 20395

Facility Types: Utilities - Water & Sewer

Primary Point of Contact/Senior Leadership Contact

Contact Name: Kent Holdren		
Email: kentholdren@goshencity.com		
Phone: 574-534-5701	Cell: 574-361-0097	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528

Service Area/Database Contact (Mapping/GIS)

Service Area Name: City of Goshen		
Contact Name: Mattie Lehman		
Email: mattielehman@goshencity.com		
Phone: 574-537-3818	Cell:	
Address: 204 E Jefferson St #1		
City: Goshen	State: IN	Zip Code: 46528

Billing Contact

Contact Name: Ana Rios		
Email: anarios@goshencity.com		
Phone: 574-534-5306	Cell:	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528
Purchase Order Number (If Applicable):		

Signature: _____

Date: _____

INDIANA 811 TICKET DESTINATION

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to: memberservices@usa811.org

Member/Service Area Name: City of Goshen

Member/Service Area ID(s): 20395

Receiving Destination Contact

NOTE: Contact will be called if there are ticket concerns or are issues transmitting tickets to the given address.

Contact Name: Ana Rios & Matt Beard		
Email: anarios@goshencity.com & mattbeard@goshencity.com		
Phone: 574-534-5306	Cell: Matt Beard 574-596-1230	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528

Main Receiving Device Address

Email/Web Address: anarios@goshencity.com

Alternate Device (Should Transmission Problems Occur)

Email/Web Address: anarios@goshencity.com & mattbeard@goshencity.com

After-Hours Receiving Device Address for Emergency/Damage Tickets Based on Hours of Operation (Optional)

Email/Web Address: _____

After-Hours Manual Call-Outs – Monday thru Thursday 6p – 7am and 6pm Friday to 7am Monday Eastern Time
Indiana 811 will call the following contact to ensure any Emergency Tickets were received and acknowledged if the ticket is sent and the work start date and time are during the times listed above.

1st Emergency Contact

Contact Name: Matt Beard, Nick Hornish, Bill Johnson, Nick Battles
Email: mattbeard@goshencity.com, nickhornish@goshencity.com, billjohnson@goshencity.com, nickbattles@goshencity.com
Phone/Cell: 574-238-0723

2nd Emergency Contact (Optional)

Contact Name:
Email:
Phone/Cell:

Signature: _____

Date: _____

INDIANA 811 HOURS OF OPERATION AND HOLIDAYS

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to:

memberservices@usa811.org

Member/Service Area Name: City of Goshen

Member/Service Area ID(s): 20395

Time Zone: Eastern Time

Normal Business Hours

Day	Start Time	End Time
Sunday	CLOSED	CLOSED
Monday	7:00AM	3:00PM
Tuesday	7:00AM	3:00PM
Wednesday	7:00AM	3:00PM
Thursday	7:00AM	3:00PM
Friday	7:00AM	3:00PM
Saturday	CLOSED	CLOSED

Holidays

The holidays that are observed by Indiana 811 for the Two Full Working Day Notice required by Law, are based off the State of Indiana and Federal Government Holiday schedules. Please check [X] the holidays that you observe and will not be open; requiring calls to your After-Hours Contact on any priority tickets.

New Year's Day 1-2-2023	X
Martin Luther King, Jr. Day 1-16-2023	X
President's Day 2-20-2023	
Good Friday 4-7-2023	
Primary Election Day 5-2-2023	
Memorial Day 5-29-2023	X
Juneteenth 6-19-2023	X
Independence Day 7-4-2023	X

Labor Day 9-4-2023	X
Columbus Day 10-9-2023	
General Election Day 11-7-2023	
Veterans Day 11-10-2023	X
Thanksgiving Day 11-23-2023	X
Day After Thanksgiving 11-24-2023	X
Christmas Day 12-25-2023	X
Washington's Birthday (Christmas Eve) 12-26-2023	X

The Two Full Working Day Notice will not be affected by any other holiday. Indiana 811 will **not** make manual phone calls to your After-Hours Emergency Contact(s) on the dates listed below.

If you observe holidays that are not listed above, please write the **name** and **date** of the holiday below.

Signature: _____

Date: _____

INDIANA 811 DESIGN ENGINEER CONTACT

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to: memberservices@usa811.org

Member Name: GOSHEN WATER AND SEWER PLANT

Member/Service Area ID(s): 20395

Indiana 811 is part of the design process for large, future projects around the state of Indiana. Indiana 811 offers a web-based design tool that allows engineers working on these future projects the ability to determine what member utilities have infrastructure in the area where these projects could take place. The web-based design tool utilizes our Member Service Area Database to provide the design engineers with contact information for the member utilities in the proposed project area. In the area below, please provide the contact information for the individual or department in your organization you want to have listed in the design tool application.

Design Engineer Contact

Contact Name: Ana Rios		
Email: anarios@goshencity.com		
Phone: 574-534-5306	Cell (Optional):	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528

2nd Design Engineer Contact (Optional)

Contact Name:		
Email:		
Phone:	Cell (Optional):	
Address:		
City:	State:	Zip Code:

Signature: _____

Date: _____

INDIANA 811 DESIGN TICKET & CONTACT

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to: memberservices@usa811.org

Member Name: GOSHEN WATER AND SEWER PLANT

Member/Service Area ID(s): 20395

Indiana 811 also offers a Design Ticket which is a notification requesting location information regarding buried utilities made to Indiana 811 in preparation for bidding, preconstruction engineering, or other advance-planning efforts. A Design Ticket may not be used for excavation purposes. Indiana 811 members are required to respond to Design Tickets within ten (10) full working days of receipt. Response to the person making the notice includes, but is not limited to, providing prints, maps, drawings, on-site markings, and other facility records of existing utility facilities.

By default, Design Tickets will be delivered to the main destination specified on the "Indiana 811 Ticket Destination" form. If you would prefer Design Tickets be delivered to a different destination, such as your Engineering Department, please complete and return this form.

Design Ticket Contact

NOTE: Contact will be called first if there is an issue with a Design Ticket or transmitting tickets to the given address.

Contact Name: Ana Rios		
Email: anarios@goshencity.com		
Phone: 574-534-5306	Cell (Optional):	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528

Design Ticket Receiving Device Address

Email/Web Address: anarios@goshencity.com

Alternate Device (Should Transmission Problems Occur)

Email/Web Address: anarios@goshencity.com

Signature: _____

Date: _____

INDIANA 811 POSITIVE RESPONSE

Changes to membership information must be submitted in writing. Changes will be made by the end of the next regular business day. Please complete the entire form, make a copy for your records and email the changes to:

memberservices@usa811.org

Member Name: GOSHEN WATER AND SEWER PLANT

Member/Service Area ID(s): 20395

Electronic Positive Response (EPR) is a feature that provides a communication link between the utility owner/operator and the persons who have submitted utility location requests. Positive Response is used to advise the status of the locate request.

This system efficiently enhances the overall process and reduces the need for additional notices.

Once a member receives a locate request, they will provide a status code via a ticket management upload or manual entry.

Excavators and the staff at Indiana 811 can view the status of locate request(s).

There are two different options for providing positive response information Indiana 811. Please select a method below:

Upload process (typically reserved for members who use ticket management systems)

Manual Entry (If selected, please fill out the section below.)

Manual EPR Contact

Contact Name: Jeff Wodtkey		
Email: jeffwodtkey@goshencity.com		
Phone: 574-534-2554	Cell (Optional):	
Address: 308 N 5th St		
City: Goshen	State: IN	Zip Code: 46528

2nd Manual EPR Contact (optional)

Contact Name:		
Email:		
Phone:	Cell (Optional):	
Address:		
City:	State:	Zip Code:

Signature: _____

Date: _____



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

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

2/13/2023

Notice of an Emergency Road Closure at the intersection of East Washington and South 6th Street.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department is repairing/replacing a Sewer Manhole that has caused the Road to collapse, at the intersection of East Washington and South 6th Street. The work will require excavation of the road, with a trench that will be approximately 14' feet in depth.

For the safety of the work crews and the public, the City of Goshen had to close this intersection to thru traffic, starting 8:00 am Monday 2/13/2023 and will be reopening for traffic on Friday evening 2/17/2023.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", with a long horizontal line extending to the right.

Kent Holdren
Superintendent of Goshen Water Department



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **REQUEST FOR TEMPORARY LANE RESTRICTIONS
(JN: STREETS BY NAME – GREENE)**

DATE: February 13, 2023

Baseline NXC has requested lane restrictions on Greene Road between Clinton and Lincoln for February 14th-17th for the installation of fiber optic cable. The lane restrictions will follow MUTCD guidance and will maintain 1 lane in each direction. Baseline will avoid lane restrictions during times of peak school-related traffic.

Requested Motion: Approve the lane restrictions on Greene Road on February 14th-17th for the installation of fiber optic cable.

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

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

Barb Swartley, Board Member



**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: **PARKE NORTH SECOND
ACCEPTANCE OF DRAINAGE PLAN (JN: 2022-2020)**
DATE: February 13, 2023

In accordance with the City’s Subdivision Control Ordinance No. 3196 Section 512 “Drainage Plan”, the City’s Engineering Department has reviewed the drainage plan for Parke North Second, located north of Kercher Road and west of Parke North Drive (Private). The drainage plan addresses the drainage needs of Lot 1 and Lot 1 only with a combination of inlet structures, conveyance pipes, and stormwater retention basins that will provide 0.326 acre-feet of storage.

After due consideration of the proposed drainage plan, the Goshen Engineering Department recommends the Board of Public Works and Safety and Stormwater Board’s acceptance of the subdivision’s drainage plan.

The record should show the City of Goshen in no way guarantees the proposed drainage improvements will adequately function as designed by the developer’s licensed professional. Additionally, the City accepts no liability in conjunction with the acceptance of the drainage plan. If the drainage plan’s piping and or stormwater impoundments are found to underperform following construction, the developer and/or property owner will be directed by the City to take remedial action be taken by the developer.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Barb Swartley, Board Member

Mike Landis, Board Member

Vacant

Mary Nichols, Board Member



**Stormwater Department
CITY OF GOSHEN**

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

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

stormwater@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Works and Public Safety

FROM: Stormwater Department

RE: **AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION
PROJECT 1335 STURGEON POINT – JN: 2006-2057**

DATE: February 13, 2023

The Stormwater Department requests the approval of an Agreement for the Completion of Construction for 1335 Sturgeon Point. The home 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 property owner, Swan Bravo Indiana, LLC, and builder Allen Edwin Homes, agree to complete all stabilization work by June 15, 2023. The expected cost of work is four thousand five hundred seventy two dollars and ninety cents (\$4,572.90) and a surety check for that amount has been remitted to the Clerk-Treasurer's office.

Requested Motion: Approve and authorize the Board to execute the Agreement with Swan Bravo Indiana, LLC and Allen Edwin Homes for the Completion of the Construction Project at 1335 Sturgeon Point.

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

THIS AGREEMENT is entered into on February 13, 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: Swan Bravo Indiana, LLC

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

Builder: Allen Edwin Homes

No Builder

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

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

Site: 1335 Sturgeon Point, 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 13,665 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 four thousand five hundred and seventy two dollars and ninety cents Dollars (\$ 4,572.90) 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: Swan Bravo Indiana, LLC
2186 E Centre Ave
Portage, MI
49002

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

No Builder

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.
12. **SEVERABILITY.** In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.
13. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.
14. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

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

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

Permittee:¹

Property Owner:

Signature: Tyler Wallin
Printed: Tyler Wallin
Title (if any): Project Manager
Date: 2/26 2/6/23

Signature: _____

Printed: _____

Title (if any): _____

Date: _____

Builder:

Signature: Tyler Wallin
Printed: Tyler Wallin
Title: _____
Date: 2/6/23

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: _____