



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

Regular Meeting Agenda

**2:00 p.m., March 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**

### **Approval of Minutes: March 6, 2023**

### **Approval of Agenda**

- 1) Opening of bids:** Opening of sealed quotes for programmable logic controller upgrades
- 2) Water & Sewer Billing Office:** Request for water relief, 25 The Willows, Shirley Truex
- 3) Water & Sewer Billing Office:** Request for sewer relief, 178 The Willows, Susan Stoner
- 4) Water & Sewer Department:** Request to close a portion of South 8<sup>th</sup> Street, March 14-16, 2023, for replacement of a sewer lateral
- 5) Redevelopment Department:** Approve agreement for the completion of the construction project at 1655 Brinkley Way East
- 6) Engineering Department:** Accept Lippert water utility easement at 3048 Skyview Drive
- 7) Engineering Department:** Approve Abonmarche Consulting's Starcraft Lift Station contract amendment No. 1 for \$40,100, bringing the total contract amount to \$90,000
- 8) Announcement:** The annual statewide tornado siren test will be March 14 (10-10:30 a.m.)

### **Privilege of the Floor**

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

### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE MARCH 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 (none absent)

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

**REVIEW/APPROVE MINUTES:** Mayor Stutsman presented the minutes of the Feb. 27, 2023 Regular Meeting. Board member Mike Landis moved to accept the minutes of Feb. 27, 2023 meeting as presented. The motion was seconded by Board member Barb Swartley. 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 Swartley seconded the motion. Motion passed 4-0.

**1) Organization request: The Goshen Historical Society requested sidewalk and parking space closures for a window replacement project at its museum on March 14 and 15, 2023**

On behalf of the Goshen Historical Society, **Mayor Stutsman** asked the Board to reserve five parking spaces in front of the museum at 124 S. Main Street for a window replacement project. The Mayor said **Ron Hoke, the society's board president**, notified him that he could not attend the meeting and asked the Mayor to advance the request. In a written request, **Hoke** indicated that the Historical Society has contracted with Quality Window and Door, Inc., to complete a window replacement of four second-floor windows that face Main Street above the museum. The work is scheduled to take place March 14 and 15, 2023, weather permitting.

**Hoke** wrote that five angled parking places in front of the museum would be used for the equipment needed for the project and the sidewalk in front of the spaces needed to be roped off to keep pedestrians out of the work area. He added that the City's arborist has been notified of the project and a planned tree pruning project downtown can be taken care of at the same time.

In response to a question from **Board member Landis**, the **Mayor** said the museum will make sure there is adequate room left for pedestrians to use the sidewalk during the window replacement work.

**Landis/Swartley moved to approve the Goshen Historical Society's request to reserve five parking spaces and space on the sidewalk in front of its museum at 124 South Main Street for a window replacement project, March 14-15, 2023, weather permitting. Motion passed 4-0.**

**2) Water & Sewer Business Office: Request for Sewer Relief – 25 The Willows – Shirley Truex**

**Shirley Truex**, a resident of 25 The Willows, asked the Board to be excused from paying sewer charges incurred because of a water leak caused by a broken water line under her mobile home unit that occurred Jan. 3-11, 2023.

**Kelly Saenz, City Water & Sewer Utilities Business Office Manager**, told the Board that the Utility Office notified Truex of the leak on Jan. 5 and again on Jan. 11. After making contact with Truex, City staff determined the water did not flow into the sewer and she would qualify for sewer relief. Saenz reported that \$1,826.46 was billed for the sewer service period Dec. 1-Jan. 1 and \$1,563.96 was billed for Jan. 1-Feb. 1. The normal monthly charge: \$49.49



**Saenz** told the Board that the City was recommending that the Board grant Truex's request for sewer relief in the amount of \$3,291.44. Saenz confirmed that the water didn't flow into the sewer system.

**Saenz** said staff also was recommending a further bill adjustment for the increased water usage, but that separate action would need to be taken to make that possible. **Mayor Stutsman** confirmed the City could approve the sewer relief today and later consider a reduction in the water bill. Saenz said the City could also prevent any late fees.

**Board member Swartley** said she would support a reduction in the water bill.

**Swartley** asked why it took so long to repair the leak. **Truex** said she missed the City's first call on Jan. 5 and only learned about the leak on Jan. 11. **Board member Landis** said he believes it should be possible for the City to use an automated system to notify people about water leaks earlier.

**After clarifying the motion with the City Attorney, Landis/Swartley moved to grant Shirley Truex's request for sewer relief in the amount of \$3,291.44 and that at the March 13 meeting, the Board will consider granting some relief for the water bill. Motion passed 4-0.**

### **3) Redevelopment Department: Request for Approval of an Interlocal Agreement with Elkhart County for the Reclamation of CR 33 from CR 36 to CR 38**

**City Redevelopment Director Becky Hutsell** informed the Board that last spring the City entered into an agreement with Elkhart County to jointly fund the reclamation of County Road 33 from County Road 36 to County Road 38. She said the City helped pay for the work because County Road 33 was planned to function as the designated detour route for County Road 31 during the construction for the East College Avenue Industrial Park.

**Hutsell** said that while both the Redevelopment Commission and the City Council approved the Interlocal Agreement, City staff failed to bring the agreement to the Board for the final City approval. She said that while the project is already complete and the Redevelopment Department has funded the city's portion of the work, she was bringing the agreement to the Board for an "after the fact" approval to obtain the final approval for the agreement.

**Landis/Swartley moved to approve the Interlocal Agreement with Elkhart County for the reclamation of County Road 33, from County Road 36 to County Road 38. Motion passed 4-0.**

### **4) Legal Department: Baker Tilly Scope of Work Agreement for Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration Assistance**

**Assistant City Attorney Matt Lawson** said that attached to the Board's meeting packet for the Board to authorize and for Mayor Stutsman to execute was a Scope of Work agreement with Baker Tilly US, LLP for assistance relating to the migration to the Tyler ERP Pro 10 Financial Management Suite (Incode 10) system.

**Lawson** said that with this scope of work agreement, Baker Tilly consultants will work with City staff on upgrading to ERP 10, provide support in updating/reworking the City's current and proposed processes, and will work as an advocate with Tyler Technologies on the City's behalf.

**Lawson** said Tyler Technologies will provide implementation support on "installing" and "updating" the system, but it is a national company that is not as familiar with Indiana's State Board of Accounts accounting and records requirements. While the attached scope of work agreement provides four particular tasks to be accomplished, the City is most interested in the "Working Session Participation" in which consultants will review the City's system processes and find more efficient financial and communication processes to implement in the City's offices.

**Lawson** said the agreement breaks down the costs over three years, between City/Utilities, and the portion of the current contract allocated to this project. The cost: \$234,975 over a three-year period.



Lawson said a portion of these fees will be covered by the existing contractual agreement between the City and Baker Tilly.

**Landis/Swartley moved to approve and authorize Mayor Stutsman to sign the Scope of Work agreement with Baker Tilly US, LLP, for Tyler ERP Pro 10 Financial Management Suite (Incode 10) Migration Assistance at a not-to-exceed cost of \$234, 975 over the next three years, with a portion of these fees being covered by the existing contractual agreement between the City of Goshen and Baker Tilly. Motion passed 4-0.**

**5) Legal Department: Agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached to the meeting packet for the Board's approval and for Mayor Stutsman to execute was an agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer.

**Toms** said that Baker Tilly will perform the following tasks in a 4-Phase structure under this agreement:

**Phase 1:** Task 1 – Develop the candidate profile and define the advertising and marketing strategy. Task 2 – Identify qualified candidates that meet the profile

**Phase 2:** Task 3 – Screen and submit list of recommended semi-finalists to client. Task 4 – Conduct reference checks, and academic verifications. A criminal and/or credit history report if requested by City at this phase.

**Phase 3:** Task 5 – Final process/interviews with finalists. Task 6 – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by City.

**Conclusion:** Acceptance of a job offer by a candidate.

**Toms** said Baker Tilly will remain on the project until a candidate is hired and be paid \$26,950 for this service.

**Mayor Stutsman** said that this is the first time the City will use this service to fill a position. He said it is being used because the City has been unable to hire an engineer and assistance is needed. The Mayor said that if the person hired leaves after less than a year, Baker Tilly will repeat the search with no additional costs to the City. In response to questions from **Board member Landis**. The **Mayor** clarified some of Baker Tilly's tasks. He also said that if this process works well, it could be repeated for other City positions that prove difficult to fill.

**Landis/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Baker Tilly US, LLP to conduct an executive search for a Utilities City Engineer at a cost of \$26,950. Motion passed 4-0.**

**6) Legal Department: Agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to the City's cold storage facility at the Street Department**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached to the meeting packet for the Board's approval and for Mayor Stutsman to execute was an agreement with Precise Builders of Shipshewana for the construction of a 60x20x16 pole barn addition to the City's cold storage facility. She said Precision Builders will be paid \$19,840 for the work and have a deadline of May 1, 2023 in which to have the project completed.

**Landis/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Precise Builders for the construction of a 60x20x16 pole barn addition to City's cold storage facility at a cost of \$19,840 with a completion by date of May 1, 2023. Motion passed 4-0.**

**7) Legal Department: South Bend Elkhart Regional Partnership and Affiliate's Community Service Funds Agreement**



**Brandy Toms, a paralegal with the City Legal Department,** said that the City of Goshen has various community service organizations that provide services or programs to residents in a manner more efficient than what the City can provide. The City has supported these organizations with funds in the past and wishes to continue to do so. She said these organizations are subject to an application process requiring specific documentation regarding their organization, including a detailed description of how these funds will be used.

**Toms** said the South Bend-Elkhart Regional Partnership is one such community service organization that has applied for these funds. She said the partnership has requested \$2,750 to help with regional economic development strategies. She said the partnership has provided all the required information and an agreement is now being brought before the Board for consideration and approval.

**Board member Landis** asked what work the partnership was doing for the City. **Mayor Stutsman** said it is working on regional economic development and consults with him and City staff during the year.

**Landis/Swartley moved that the City of Goshen approve, and authorize Mayor Stutsman to execute the agreement with South Bend -Elkhart Regional Partnership designating the sum of \$2,750 to support the project or projects outlined in its submitted application. Motion passed 4-0.**

#### **8) Legal Department: Agreement with Eyedart Creative Studio for the Good of Goshen 2023 Marketing Campaign**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached to the meeting packet for the Board's approval and for Mayor Stutsman to execute was an agreement with Eyedart Creative Studio for the Good of Goshen 2023 Marketing Campaign. She said Eyedart Creative Studio will be paid \$50,080 for these services.

**Mayor Stutsman** said this will be the 10<sup>th</sup> year of funding for this initiative and that the Goshen Chamber of Commerce and the Elkhart County Convention and Visitors Bureau will be contributing to the campaign this year.

**Landis/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Eyedart Creative Studio, for the Good of Goshen 2023 Marketing Campaign at a cost of \$50,080. Motion passed 4-0.**

#### **9) Legal Department: Resolution 2023-09 – Authorizing the Purchase of 2 single axle dump trucks**

**Brandy Toms, a paralegal with the City Legal Department,** said that attached to the packet for the Board's approval was Resolution 2023-09, *Authorizing the Purchase of two (2) single axle dump trucks with equipment.*

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

**Toms** said the City obtained a quote from Truck Centers, Inc., meeting the City's detailed specifications, for the total sum of \$410,892, for both trucks – 2024 or newer Freightliner Model 108SD Plus, 44,000# GVW Single Axle Chassis with Equipment by W.A. Jones Equipment Company.

**Landis/Swartley moved to pass and adopt Resolution 2023-09, Authorizing the Purchase of two (2) single axle dump trucks with equipment from Truck Centers, Inc. for the sum of \$410,892.00. Motion passed 4-0.**

#### **10) Legal Department: Resolution 2023-10 – Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Certain Policies**

**City Attorney Bodie Stegelmann** reported that the Board previously approved City of Goshen Police Department Policies developed in coordination with Lexipol, LLC.





**Stegelmann** said the Police Department and Lexipol, LLC staff have identified certain, additional revisions to policies, and developed new policies, deemed appropriate due to legislative or other changed circumstances.

**Stegelmann** said that attached to Resolution 2023-10 were redlined policies to show the revisions made with the exception of Policies 104, 208, 506, 608, 806, and 1025, which are new policies. If Resolution 2023-10 was approved, he said the redline markings would be removed and the policies would be put in final form.

**By the Board's passage of Resolution 2023-10, the following revised or new policies were approved:** 104 Code of Ethics (new); 202 Training; 208 Emergency Management Plan Procedures (new); 303 Control Devices; 304 Electronic Control Devices; 306 Firearms; 307 Vehicle Pursuits; 311 Domestic or Family Violence; 312 Search and Seizure; 427 Medical Aid and Response; 500 Traffic; 506 Traffic Procedures (new); 603 Confidential Sources; 608 Collection and Preservation of Evidence (new); 800 Evidence Room; 802 Records Maintenance and Release; 806 Cybersecurity (new); 900 Temporary Custody of Adults; 901 Temporary Custody of Juveniles; 1000 Recruitment and Selection; 1007 Personnel Complaints; 1008 Body Armor; 1025 Recruitment Plan (new); and 1026 Drug and Alcohol Screening Procedure (new).

**In addition, by the passage of Resolution 2023-10, the following current policies were repealed:** 202 Training; 303 Control Devices; 304 Electronic Control Device; 307 Vehicle Pursuits; 311 Domestic and Family Violence; 312 Search and Seizure; 427 Medical Aid and Response; 500 Traffic; 603 Confidential Sources; 800 Evidence Room; 802 Records Maintenance and Release; 900 Temporary Custody of Adults; 901 Temporary Custody of Juveniles; 1000 Recruitment and Selection; 1007 Personnel Complaints; and 1008 Body Armor.

**Landis/Swartley moved to approve Resolution 2023-10, Approving Certain New or Revised City of Goshen Police Department Policies and Repealing Various Policies, effective March 13, 2023. Motion passed 4-0.**

#### **11) Engineering Department: ESRI – Small Enterprise Agreement for GIS Software Services (JN: 2022-0027)**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City is under contract with the Environmental Systems Research Institute (ESRI) for licensing of Geographic Information Systems (GIS) software that supports day-to-day tasks of multiple City departments. The current agreement expires May 20, 2023.

**Sailor** said the new contract for a Small County and Municipality Government Enterprise Agreement (SGEA) is nearly identical in its scope of services and maintains this year's annual price of \$38,500 for the next three years.

**Sailor** said ESRI's GIS system is used for tracking the location and condition of City assets and supports asset management workflows that allow for smooth communication between field crews and office staff.

**Landis/Swartley moved to approve and authorize the Mayor to sign the Small Enterprise Agreement with the Environmental Systems Research Institute (ESRI) for licensing of GIS software. 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 2:36 p.m. There were no public comments.**

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

**As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman 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 2:37 p.m.

**APPROVED:**

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**Mayor Jeremy P. Stutsman**

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**Mike Landis, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**



Kelly Saenz, Manager  
WATER & SEWER UTILITIES BUSINESS OFFICE  
CITY OF GOSHEN  
203 South Fifth Street • Goshen, IN 46528-3713  
Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

March 10, 2023

To: Board of Public Works and Safety  
From: Kelly Saenz, Utility Billing Office Manager  
Subject: Follow-up 25 The Willows Sewer Relief

A motion to grant sewer relief was granted at the 1/6/2023 Board of Works meeting. In addition, the Board was considering granting additional relief on the water portion of utility bill. (see transcription from meeting)

***Moved to grant Shirley Truex's request for sewer relief in the amount of \$3,291.44 and that at the March 13 meeting, the Board will consider granting some relief for the water bill. Motion passed 4-0.***

Upon review from the City Attorney, it was found that the Board of Public Works does not have the authority to change or modify the current schedule of water & sewer rates.





Kelly Saenz, Manager  
WATER & SEWER UTILITIES BUSINESS OFFICE  
CITY OF GOSHEN

203 South Fifth Street • Goshen, IN 46528-3713

Phone (574) 533-9399 • Fax (574) 533-6961  
watersewer@goshencity.com • www.goshenindiana.org

March 8, 2023

To: Board of Public Works and Safety  
From: Kelly Saenz, Utility Billing Office Manager  
Subject: Request for Sewer Relief -178 The Willows- Susan Stoner

Attached is a request from Mrs. Beth Deuel, daughter in law of resident Susan Stoner at 178 The Willows. Mrs. Deuel is requesting sewer relief occurring from a water leak caused by a broken water line under the mobile home unit. This leak occurred on 12/26/2022- 1/3/23. The repair to the water line was made on or around 1/5/2023. In addition, Mrs. Deuel is requesting the late penalty of \$98.26 to be waived.

The Utility Billing Office attempted to notify Mrs. Stoner of her water leak on 12/29/2022 by leaving a door hanger and again on 1/5/2023 by contacting the mobile home community manager. The community manager was able to determine the leak had since been repaired.

An employee of the Goshen Water & Sewer Plant was able to determine the water did not flow into the sewer and therefore, would qualify for sewer relief.

The total amount of credit to the customer for this leak is as follows:

12/1-1/1	Total Sewer Billed	\$705.37
	Sewer Average	\$ 47.86
Total Amount of Credit:		
12/1-1/1	Total Credit	\$657.51
	Late Penalty	\$ 98.26

**Suggested Motion:**

Move to grant Susan Stoner request for sewer relief in the amount of \$157.51 plus \$98.26 for a total amount of \$255.77

## Saenz, Kelly

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**From:** toddbethchat@aol.com  
**Sent:** Thursday, March 2, 2023 12:28 PM  
**To:** Saenz, Kelly  
**Subject:** Water relief bill

To whom it may concern:

My name is Beth Deuel, I am writing this on behalf of my mother in law, Susan Stoner. Around Christmas time, 2022, a water pipe had burst at her home at 178 The Willows, in Goshen.

At the time the piped burst, Sue was living at Greencroft after suffering a stroke, so no one was living there at the time. The water had ran quite a few days before we were notified by a neighbor. The water bill was quite large, after being investigated by a county employee, the Water Dept. determined that we were eligible for a relief from the sewer portion of the bill. Because the dept is only allowed to remove \$500.00 from the bill, we are asking that the board approve the additional \$157.51 that is allowed. We are also asking if the board could waive the late fee of \$98.00, as the payment was on hold due to waiting on the decision for qualifying for the relief fund.

Thank you for your consideration in this matter.

Beth Deuel  
POA Susan Stoner  
[Sent from AOL on Android](#)

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



**Service**

Order #

Address

**Job**

Code   Action

Date     Status

- General
- Metered
- Non-Metered
- Notes
- Charges
- Costs
- Footprint

**Order**

LEAVE CARD TO CALL OFFICE- LEAK

**Completion**

DONE NOTE LEFT

Exit



Account Number 285-1010-01 New Occupant  
Zone 02

Address 178 THE WILLOWS   
Name STONER, SUSAN L

General Metered Non-Metered Financial Information **Comments** History Consumption History Service Orders Devices

Code CALL Text SPK OFFICE LEAK 1-5-2023  
Description CALLED CUSTOMER

Code	Description	Data	Addr/Occup
CALL	CALLED CUSTOMER	SPK OFFICE LEAK 1-5-2023	
HOUSE	HOUSE MESSAGE	IN NURSING HOME	
OWN	OWNER	THE WILLOWS MHP	
USA	USA METERS	12/22/2017	

Edit This Record

Clear

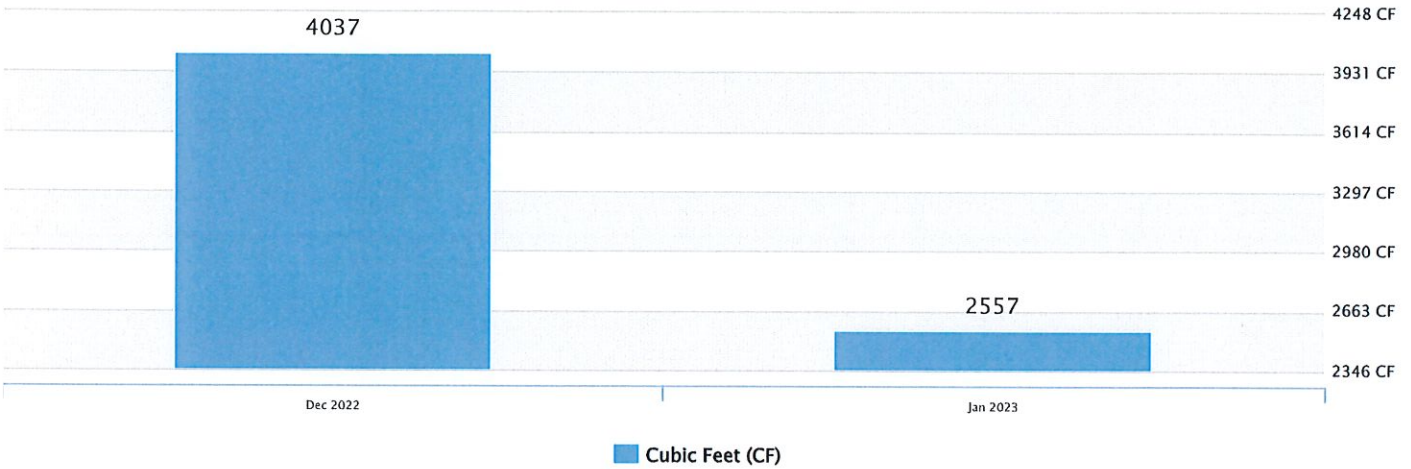
View kellysaenz



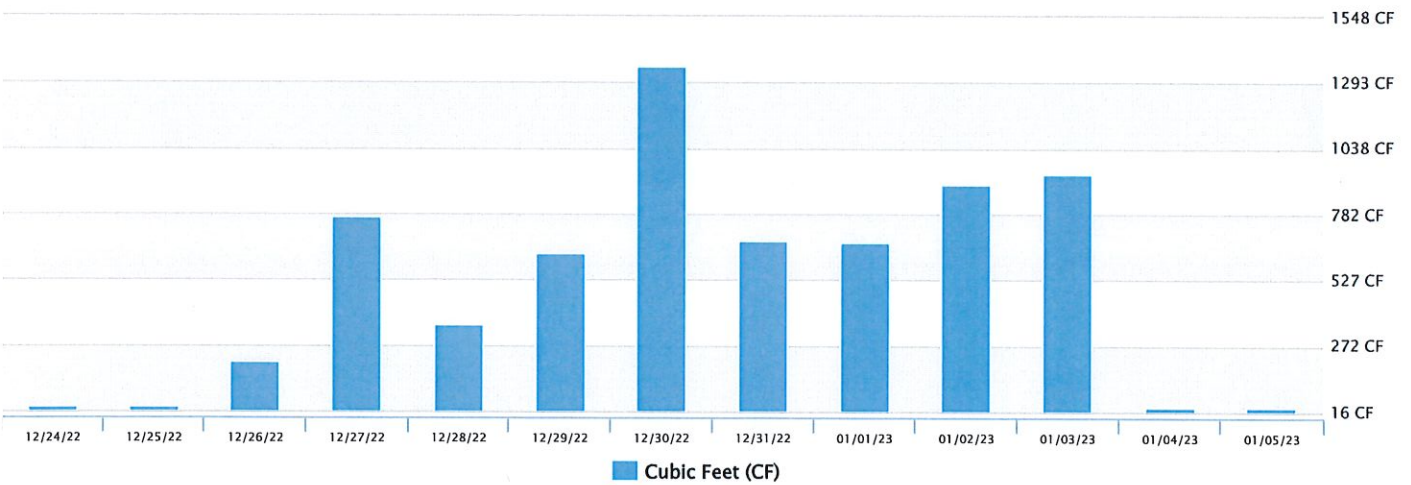
# 12/24/2022 - 01/05/2023

Device Number: 82849071IP  
Account Number: 285-1010-01  
Radio Number: 15839240  
Customer Name: SUSAN L STONER  
Processed Date/Time: 03/07/23 22:00:14 EST  
Uploaded Date/Time: 03/07/23 16:03:36 EST  
Location: 178 The Willows Goshen City IN 46528

## Consumption Overview - Volume (CF)



## Volume (CF)

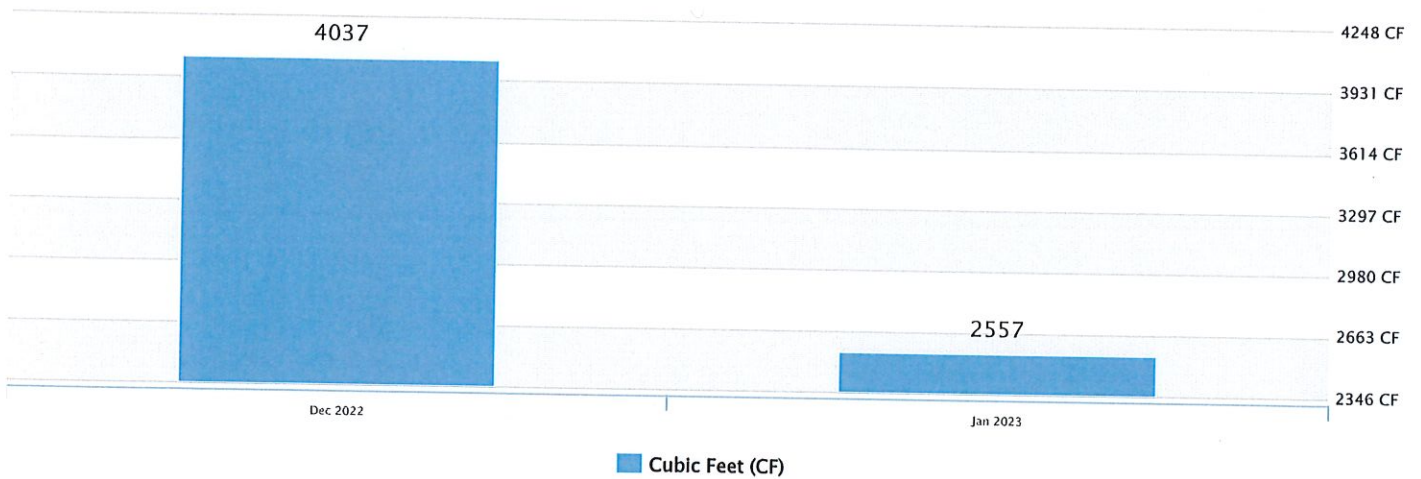


## Volume (Gal)

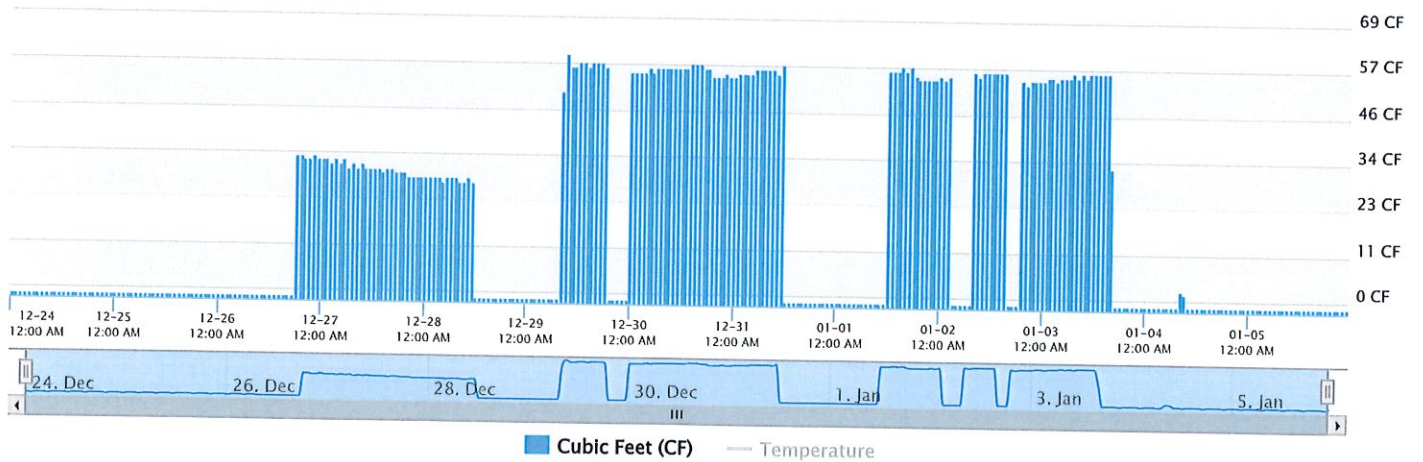
# 12/24/2022 - 01/05/2023

Device Number: 82849071IP  
Account Number: 285-1010-01  
Radio Number: 15839240  
Customer Name: SUSAN L STONER  
Processed Date/Time: 03/07/23 22:00:14 EST  
Uploaded Date/Time: 03/07/23 16:03:36 EST  
Location: 178 The Willows Goshen City IN 46528

## Consumption Overview - Volume (CF)



## Volume (CF)



## Volume (Gal)



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

308 North Fifth Street • Goshen, IN 46528-2802

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kentholdren@goshencity.com • www.goshenindiana.org

3/13/2023

### **Request for Road Closure on South 8<sup>th</sup> Street.**

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

The City of Goshen Water and Sewer Department will be replacing a sewer lateral at 913 South 8<sup>th</sup> Street. The work will require excavation of the road, with a trench that will be approximately 13' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close South 8<sup>th</sup> Street to thru traffic, between East Plymouth Ave. and East Jackson Street, on Tuesday 3/14/2023, starting 8:00 am, and reopening for traffic on Thursday afternoon 3/16/2023.

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".

Kent Holdren  
Superintendent of Goshen Water Department





**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

# Memorandum

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TO: Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Director

RE: Request for Approval of an Agreement for the Completion of the Construction Project for 1655 Brinkley Way East

DATE: March 13, 2023

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Brinkley RV has substantially completed construction of their new facility at 1655 Brinkley Way East and is requesting permission to occupy the building until weather permits the remaining work to be completed for the facility. Their construction project is happening concurrently with the City's construction of the public infrastructure in the area and, per the previously executed Development Agreement, the City had agreed to permit their use of the building prior to the City's project being complete. As such, staff has worked with the developers to complete a long list of tasks in advance of this point and has also developed a list of the steps that need to be taken while the remainder of the work is completed. A summary of the steps is summarized below:

1. Permanent stabilization for the vegetated area on the site plan is to be completed by June 15, 2023.
2. Landscaping is to be installed per the approved plan.
3. Remaining hard surfaces for the employee parking area and northern portion of the lot is to be completed. Temporary gravel areas have been implemented until the hard surface can be installed, including striping for the parking areas.
4. Occupancy is permitted for the Production Facility only. Office occupancy shall be granted at the time that the final building inspections are completed and approved by City staff for those areas.
5. Water service to the building is currently deemed "non-potable" until the water main loop down CR 31 to Kercher Road is completed. During that time, Brinkley is to provide drinking water for employees with signage regarding the non-potable water.
6. Maximum work occupancy is limited to the capacity available with the temporary sanitary pumping system. Monitoring of the temporary system is to be completed by City and/or City's representatives until the lift station is operational.

The agreement states that all remaining work shall be completed no later than October 15, 2023, while most of the items aside of the landscaping installation will be completed before that time. A copy of the full list of requirements prior to this point is included along with this agreement as confirmation

that all necessary measures have been addressed to allow the facility to be occupied in advance of full completion.

**Requested Motion: Requesting approval of the Agreement for the Completion of the Construction Project at 1655 Brinkley Way East**

## AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on \_\_\_\_\_, 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: Last Dance, LLC  
7133 E. Eli Lilly Dr.  
Syracuse, IN 46567

Company: Brinkley RV  
7133 E. Eli Lilly Dr.  
Syracuse, IN 46567

Builder: CDR Construction  
109 E. Clinton St., #16  
Goshen, IN 46528

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: 1655 Brinkley Way East, 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 October 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 30,742 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. Stabilization shall occur no later than June 15, 2023 for the area between Brinkley Way East and the employee parking area.
- Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting all required trees for Lot #1, Building 1, as detailed on the approved Landscape Plan dated 12-22-2022 (attached as Exhibit A).

- Install the remaining hard surface for the Site, including the employee parking area and remaining asphalt on the north portion of the site.
- Permittee agrees to install and maintain a temporary gravel employee parking lot, and Goshen will permit the installation of the temporary gravel employee parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than March 1, 2023.
- Permittee agrees to widen the existing temporary gravel access drive to allow for employee traffic, produce delivery truck access and on-going construction traffic. Goshen will permit the installation of the additional temporary gravel until such time as the permanent hard surface along Brinkley Way East is constructed and access is available from Brinkley Way East. The widened temporary gravel drive shall be installed prior to occupancy of the building, but no later than March 1, 2023, and shall be delineated with concrete barriers to separate employee traffic from the remaining traffic into the site.
- Permittee agrees to install temporary gravel along the northern portion of the lot, and Goshen will permit the installation of the temporary gravel in this area until the permanent hard surface can be installed per the approved site plan. The temporary gravel shall be installed prior to occupancy of the building, but no later than March 1, 2023.
- Install all required parking lot striping for parking spaces at the Site.
- Occupancy is granted on this date for the Production Facility only. Office occupancy shall be granted at the time that final building inspections are completed and approved by City staff.
- Water services to be the building are deemed “non-potable” until the water main loop is constructed and approved. During this time, the following restrictions are required to remain in place.
  - i. All drinking fountains installed for the property shall be “bagged” as a sign that they are not permitted to be used.
  - ii. Brinkley RV shall provide bottled water for employees.
  - iii. Signage shall be provided throughout the facility indicating that water service is non-potable and drinking from the provided service is prohibited.

City will notify Brinkley RV and Last Dance, LLC at that time that the water is no longer deemed non-potable.

- Maximum worker occupancy limited to the capacity available with the temporary sanitary pumping system. Monitoring of the temporary system to be completed by City and/or City’s representatives until the lift station is operational.
- Until fire suppression system is functioning and approved by Goshen Fire Department, Brinkley shall be permitted to operate under the State Variance that has been granted. As conditions of this approval, a fully-operational and functioning fire alarm system is to be working for the property and a fire watch, consisting of two people, is to be in place during all hours of operation and a log of such watch is to be completed and available to the City to review at all times. Goshen Fire Department shall be notified at the time that fire suppression is available for the building. A copy of the State Variance is attached as Exhibit B.

A copy of the original requirement list along with a plan detailing traffic patterns, storage and parking as required is attached as Exhibit C.

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

Permittee agrees to provide Goshen a surety in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_)

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

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

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**

4. **INDEMINIFICATION.** Brinkley RV and Last Dance, LLC shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of Brinkley RV and/or Last Dance, LLC's occupation of the subject real property and improvements. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City.

5. **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.

6. **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.

7. **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.
8. **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.
9. **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.
10. **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:       Last Dance, LLC  
                                  7133 E. Eli Lilly Dr.  
                                  Syracuse, IN 46567

Company: Last Dance, LLC  
Attn: Ryan Thwaites, Managing Partner  
7133 E. Eli Lilly Dr.  
Syracuse, IN 46567

Builder: CDR Construction  
Attn: Brad Rodman  
109 E. Clinton Street, #16  
Goshen, IN 46528

11. **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.

12. **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.
13. **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.
14. **BINDING EFFECT.** All provisions, covenants, terms and conditions of the agreement apply to bind the parties and their legal heirs, representatives, successors and assigns.
15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.
16. **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:**

Property Owner:

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

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

Title (if any): \_\_\_\_\_

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

Company:

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

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

Title (if any): \_\_\_\_\_

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

Builder:

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

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

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

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

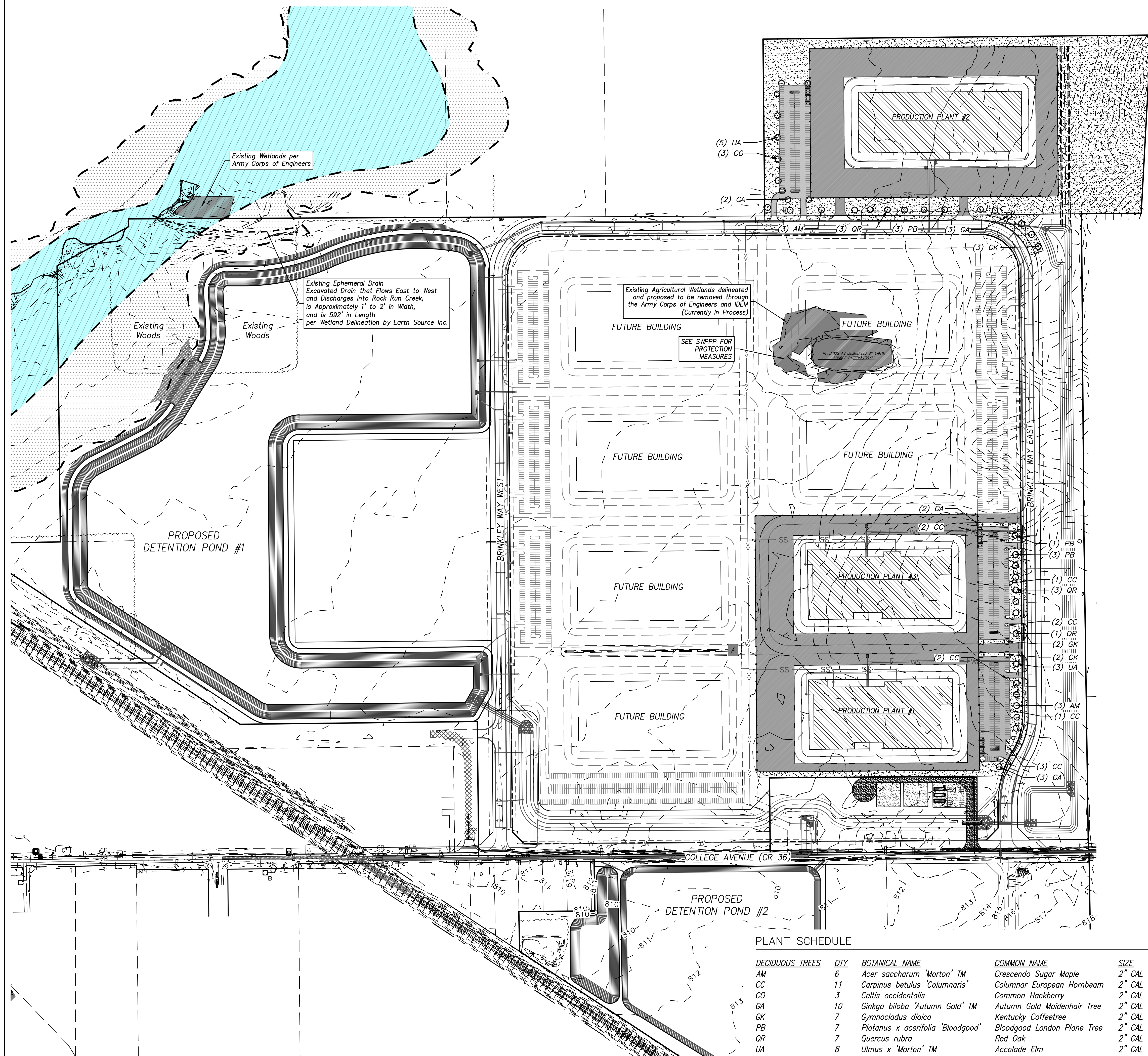
**Goshen:**

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

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

EXHIBIT A





### LANDSCAPE CALCULATIONS

**STREETSIDE LANDSCAPING:**  
**Required Landscape:** 1 large tree for every 60' of lot frontage, excluding access drive widths

**Plant #1:** 550' of lot frontage - 24' drive exclusion = 526'  
 526' / 60 = (8.76) 9 trees  
 Provided Landscape: 9 trees

**Plant #2:** 891' of lot frontage - 24' drive exclusion = 867'  
 867' / 60 = (14.45) 15 trees  
 Provided Landscape: 15 trees

**Plant #3:** 500' of lot frontage - 24' drive exclusion = 476'  
 476' / 60 = (7.93) 8 trees  
 Provided Landscape: 8 trees

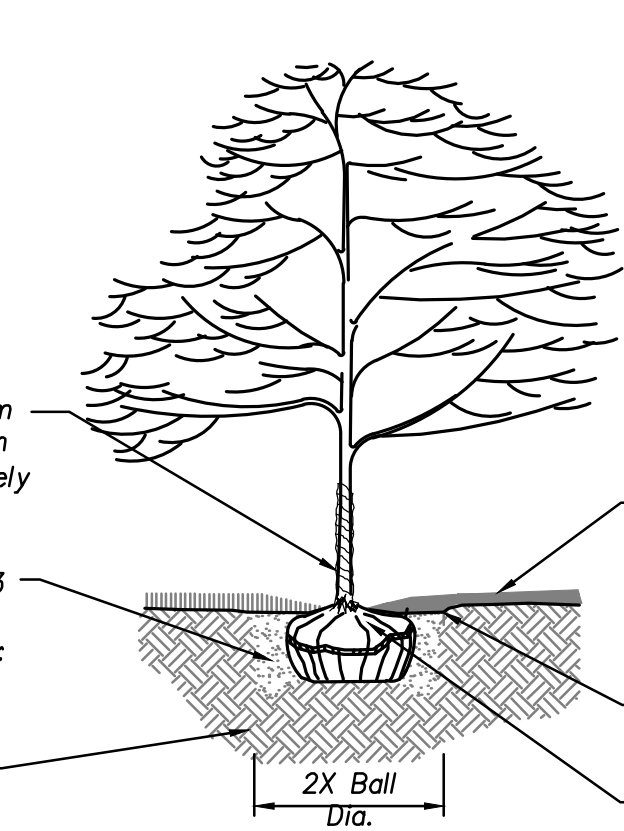
**BUFFERYARD LANDSCAPING:**  
 Not Applicable when adjacent to non-residential uses.

**FOUNDATION LANDSCAPING:**  
 Not required.

**OFF-STREET PARKING AREA LANDSCAPING**  
**Required Landscape:** 1 tree for every 20 parking spaces  
 531 parking spaces / 20 = (26.55) 27 trees  
 Provided Landscape: 27 trees

### LANDSCAPE NOTES

- LOCATE ALL UTILITIES PRIOR TO BEGINNING WORK. UTILITIES SHOWN ARE DIAGRAMMATIC AND MAY NOT INDICATE ALL UNDERGROUND IMPROVEMENTS.
- EXAMINE EXISTING CONDITIONS AND VERIFY CONDITIONS ARE ACCEPTABLE FOR REQUIRED WORK. NOTIFY LANDSCAPE ARCHITECT OF ANY DISCREPANCIES WITH INFORMATION SHOWN ON PLANS PRIOR TO BEGINNING WORK.
- PROTECT ALL EXISTING TREES, STRUCTURES, UTILITIES, AND PLANT MATERIAL INDICATED TO REMAIN. CONTRACTOR RESPONSIBLE FOR ANY DAMAGE TO EXISTING FEATURES AT NO EXPENSE TO THE OWNER.
- CONTRACTOR RESPONSIBLE FOR REMOVAL OF ANY EXISTING GRASS, WEEDS, OR SCRUB GROWTH WITHIN LIMITS OF PLANT BED EDGE OR WITHIN 5' DIAMETER CIRCLE AROUND BASE OF EACH TREE.
- PLANTS AND OTHER MATERIALS ARE QUANTIFIED AND SUMMARIZED FOR THE CONVENIENCE OF THE OWNER AND JURISDICTIONAL AGENCIES ONLY. CONFIRM AND INSTALL SUFFICIENT QUANTITIES TO COMPLETE THE WORK AS DRAWN ON THE PLANS. NO ADDITIONAL PAYMENTS WILL BE MADE FOR MATERIALS REQUIRED TO COMPLETE THE WORK AS DRAWN. CONTRACTOR RESPONSIBLE FOR VERIFYING ALL QUANTITIES.
- ALL PROPOSED PLANT SUBSTITUTIONS MUST BE APPROVED BY LANDSCAPE ARCHITECT.
- ALL PLANT MATERIAL SHALL BE WARRANTED FOR ONE (1) YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- PLANTS SHALL CONFIRM TO THE MINIMUM MEASUREMENTS LISTED ON THE PLANT LIST.
- ALL PLANT MATERIAL SHALL COMPLY WITH ALL RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z601-2004 "AMERICAN STANDARD FOR NURSERY STOCK." PLANT MATERIAL SHALL BE HEALTHY, WIGOROUS STOCK GROWN WITH GOOD HORTICULTURAL PRACTICE UNDER CLIMATIC CONDITIONS SIMILAR TO THOSE OF THE PROJECT SITE, AND INSTALLED IN ACCORDANCE WITH METHODS ESTABLISHED BY THE AMERICAN ASSOCIATION OF NURSERMEN.
- ALL PLANT MATERIAL MUST BE TAGGED BY THE NURSERY OF ORIGIN FOR PROPER IDENTIFICATION IN THE FIELD. TAGS ARE ONLY TO BE REMOVED AFTER ACCEPTANCE AND INSPECTION BY LANDSCAPE ARCHITECT.
- ALL TREES AND SHRUBS TO BE MULCHED WITH 3" DEPTH NATURAL SHREDDED HARDWOOD MULCH FREE OF FOREIGN MATTER. PERENNIAL BEDS TO RECEIVE 2" DEPTH MULCH. TREES OUTSIDE OF BED LINES TO BE MULCHED WITH A 5' DIAMETER MULCH RING. MULCH SHALL NOT BE PLACED WITHIN 3" OF TRUNKS.
- RAKE TOPSOIL TO ELIMINATE UNEVEN AREAS AND REMOVE DEBRIS, ROOTS, BRANCHES, AND STONES IN EXCESS OF 1 INCH SIZE. ENSURE POSITIVE DRAINAGE IS RETAINED AWAY FROM BUILDINGS DURING LANDSCAPE CONSTRUCTION ACTIVITIES.
- SEED LIMIT LINES ARE APPROXIMATE. ALL LANDSCAPE AREAS DISTURBED BY CONSTRUCTION SHALL BE SEEDED UNLESS NOTED OTHERWISE.
- CONTRACTOR RESPONSIBLE FOR EROSION CONTROL IN ALL SEEDED AREAS.
- ALL PLANTING BED EDGES NOT INDICATED TO RECEIVE METAL EDGING SHALL RECEIVE A SPADE EDGE.
- CLEAN ALL SURFACES OF SOIL, MULCH, AND LANDSCAPE DEBRIS AFTER WORK IS COMPLETE.
- COORDINATE SCHEDULE AND INSTALLATION OF LANDSCAPE WITH IRRIGATION SYSTEM INSTALLATION (IF ANY). ANY IRRIGATION TRENCHING POST-LANDSCAPE INSTALLATION IS TO BE REPAIRED TO FINAL LANDSCAPE CONDITION.



Wrap Deciduous Single Stem Trees From Bottom up with 1/3 Overlap and Tie Securely with Biodegradable Twine

Specified Planting Mix: 2/3 topsoil, 1/3 rotted leaf mulch & fertilizer, Water & Tamp to Remove Air Pockets

Compacted Backfill Material, As Specified or Existing Subgrade

3" Min. Depth Shredded Hardwood Mulch or Stone (See Plan). Do Not Place Within 2" of Trunk/Stems

Weed Barrier Landscape Fabric

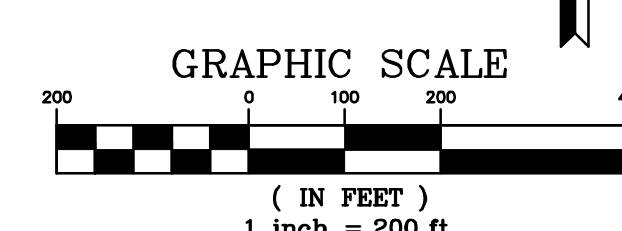
Remove All Wire, String, and Burlap From Top 1/2 of Root Ball

### TREE PLANTING (NOT TO SCALE)

### PLANT SCHEDULE

DECIDUOUS TREES	QTY	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	REMARKS
AM	6	<i>Acer saccharum</i> 'Morton' TM	Crescendo Sugar Maple	2" CAL	B&B	40'-45' Height at Maturity
CC	11	<i>Carpinus betulus</i> 'Columnaris'	Columnar European Hornbeam	2" CAL	B&B	45'-55' Height at Maturity
CO	3	<i>Celtis occidentalis</i>	Common Hackberry	2" CAL	B&B	30'-40' Height at Maturity
GA	10	<i>Ginkgo biloba</i> 'Autumn Gold' TM	Autumn Gold Maidenhair Tree	2" CAL	B&B	40'-50' Height at Maturity
GK	7	<i>Gymnocladus dioica</i>	Kentucky Coffeetree	2" CAL	B&B	55'-65' Height at Maturity
PB	7	<i>Platanus x acerifolia</i> 'Bloodgood'	Bloodgood London Plane Tree	2" CAL	B&B	75'-85' Height at Maturity
QR	7	<i>Quercus rubra</i>	Red Oak	2" CAL	B&B	55'-65' Height at Maturity
UA	8	<i>Ulmus x 'Morton'</i> TM	Accolade Elm	2" CAL	B&B	50'-60' Height at Maturity

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.



**ABONMARCHÉ**  
 303 Race Drive, Unit 206  
 Goshen, IN 46526  
 Phone: 773.333.9911  
 Fax: 773.333.9911  
 abonmarche.com  
 abonmarche@abonmarche.com  
 Engineering - Architecture - Land Surveying

**EAST COLLEGE AVENUE INDUSTRIAL PARK PROPOSED PRODUCTION PLANTS 1, 2, & 3**  
 NORTH SIDE OF COLLEGE AVENUE, GOSHEN, IN 46526

**LANDSCAPE PLAN**

SHEET TITLE: LANDSCAPE PLAN  
 SHEET NO.: C1.3

DRAWN BY: TRR  
 DESIGNED BY: TRR  
 PM REVIEW: BEM  
 QA/QC REVIEW: JLW  
 DATE: 03-21-2022  
 SEAL: [Professional Seal]

SIGNATURE: Thomas R. Runkle  
 DATE: 12-22-2022

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.

SCALE: HORIZ: SEE PLAN  
 VERT: NA

ACI JOB #: 21-0453  
 SHEET NO.: C1.3

8 REVISED FOR ALTERNATE BMP PLAN CHANGE  
 NO. REVISION DESCRIPTION: BY: DATE:



EXHIBIT B



**ERIC J. HOLCOMB, Governor**  
**STATE OF INDIANA**

**DEPARTMENT OF HOMELAND SECURITY**

**STEPHEN COX, EXECUTIVE DIRECTOR**

Indiana Department of Homeland Security  
Indiana Government Center South  
302 West Washington Street  
Indianapolis, IN 46204  
317-232-3980

Ryan Thwaits  
Last Dance LLC  
7133 E. ELI LILLY RD  
  
SYRACUSE, IN 46567

September 14, 2022

Dear Ryan Thwaits,

This letter provides notice of the action taken on your application(s) for a variance(s) from the Commission's rules under IC 22-13-2-11.

Project Number	Project Name	Variance Number
429578	Last Dance Plant 1	22-09-18

**Conditions**

Edition	Code	Code Section	Action & Date
	Other Code (Not in the list provided)	3314.1, 2014 IFC	Approved as submitted 09/13/2022

If you have any questions regarding this order, you may contact that Department at (317) 232-2222.

**ADMINISTRATIVE REVIEW**

If you desire administrative review of this order, you must comply with the requirements of Indiana Code IC 4-21.5-3-7 and file a written petition for review within fifteen (15) days after receiving notice of this order. Your petition for review must state facts demonstrating that you are:(1) a person to whom the order is specifically directed; (2) aggrieved or adversely affected by the order; or (3) entitled to review under any law. You may submit your petition by one of the following methods:

**U.S.MAIL OR PERSONAL SERVICE**

Indiana Department of Homeland Security  
Fire Prevention and Building Safety Commission  
302 W.Washington Street, Rm. E208  
Indianapolis, IN 46204

**ONLINE**

By completing the form at <https://www.in.gov/dhs/appeals.htm>

For additional information about the administrative review process and applicable

templates that may be used for filings, visit the following link  
<https://www.in.gov/dhs/appeals.htm>

EXHIBIT C





**Department of Community Development  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

Phone (574) 537-3824 • Fax (574) 533-8626 • TDD (574) 534-3185  
communitydevelopment@goshencity.com • www.goshenindiana.org

January 27, 2023

RE: Temporary Certificate of Occupancy for 1655 Brinkley Way East

Brinkley RV Team:

As discussed, the City of Goshen is providing to you a list of conditions that need to be met in order to receive Temporary Occupancy for 1655 Brinkley Way East. While most of the directives are clear, there are a few items on this list that will require additional coordination and we anticipate addressing those items at our February 7<sup>th</sup> biweekly progress meeting.

Initial Staffing

- Brinkley has indicated that they anticipate approximately 125 employees (75 in production and 50 office staff) initially. Sewer capacity will determine maximum occupancy, and details regarding tank flushing to be provided to the City as this will also impact occupancy.

Building

- Final inspections are required to be complete and approved.
- Unfinished offices cannot be used / they need to be blocked off until final inspections are complete in the office area.
- Fire Suppression
  - State variance has been approved for 1655 Brinkley Way East to allow for an alarm system with fire watch if water service for the fire suppression system is not available.
  - Brinkley needs to have either a fully functioning fire suppression system OR an alarm system with fire watch in place.
  - Brinkley needs to submit fire suppression plans for review, and the plans need to be approved.
- Fire suppression system needs to be tested.
- Fire line needs to have the fire flush completed.
- The installed fire system, be it alarms or active suppression, needs to be fully operational, including within any unfinished office spaces.

Health Department

- Elkhart County Health Department has been contacted to determine if any additional requirements will be needed. Updates will be provided once their feedback is provided.

Water

- Water must be extended to the building and be operational.
  - HRP scheduled to begin construction for this task the week of February 6<sup>th</sup>.
- Water mains and service lines (i.e., domestic and fire) must be pressure tested and bacteria tested.
- Backflow devices must be installed on the fire suppression and domestic services, tested, and reports submitted to the Goshen Water Department.
- Metering needs to be installed on the domestic water line.

- Metering needs to be installed on the non-potable water line if the well is operational.
- Signage needs to be posted that the water is non-potable.
  - Because the 12” water line extends more than 1,200 feet from a looped location, water quality will degrade to a point where the chlorine residual drops below 0.20 mg/L. To maintain a chlorine residual above 0.20 mg/L, a million plus gallons per month is estimated needing to be wasted. At this point, signage and appropriate precautions are less expensive than the wasting of water.
- Drinking fountains need to be bagged so occupants cannot utilize them.
- Bottled water needs to be provided by the Company for building occupants.

### Sewer

- Gravity sanitary lines need to be fully tested, and inspected with CCTV camera equipment.
  - Gravity sewer is anticipated to be completed by February, but the lift station is not anticipated to be operational until Summer 2023.
  - Gravity sewer needs to be cleaned before the City can televise the lines. If problems are identified, the non-compliant pipe will need repaired before service/occupancy is signed off on. This is a critical path item.
- Force sewer main will need to be connected, and the pressure test needs to pass.
  - A bypass pump system needs to be installed. This may be a City issue. Rob Nichols, with Abonmarche, has been investigating pump alternatives (i.e., purchased vs. rented). This is a critical path item.
- Temporary access to the lift station/bypass pump needs to be established.
  - Access includes personal vehicles and the Wastewater’s combination vector truck.

### Stormwater

#### Drainage

- The drainage path from the east side of the development to the west side of the development, along the south property line, needs to be shaped to transport runoff to the basin.
- Adequate stormwater storage needs to have been developed to support the first building and the associated hard surface areas along with known stormwater runoff from the offsite area.
  - This can be confirmed by Abonmarche with a certification letter based on their knowledge of the design and construction progress.
- Brinkley needs to have installed the drainage infrastructure and ditch installed from Building Site No. 1 to the west detention basin.
- Post-construction Stormwater Management Plan to be approved by City of Goshen.

#### Erosion Control

- No outstanding erosion control items existed at the time of this review. Special erosion control needs may arise as the employee parking area and access drive are defined.

### Roadway

- Private stone entrance for the employees needs to be developed.
  - Plans for the temporary drive need to be provided to the City showing how the drive will serve as both a construction entrance and be safe for employees and transporters to enter and exit the development.
  - Plans to be provided to the City showing planned traffic flow and parking areas within the development.
  - The drive needs to be stable for a fire truck.

- The drive needs to be chocked with 50-feet of No. 53 stone.
- Drive needs to be kept clean of snow.
- Brinkley needs to indemnify the City for this temporary driveway.
- Appropriate traffic control will need to be posted at the temporary entrance as well as signage along College Avenue to denote an active driveway ahead.

NIPSCO

- Electric and gas service need to be active in the building.

Site Contractor Action Items

- CDR
  - Employee Parking area needs established. Plan showing parking area to be submitted to the City for approval.
  - Material Storage needs established. Plan showing material storage area to be submitted to the City for approval.
  - Delivery Access, Routing and Storage needs established with a plan submitted to the City for approval.
  - Fire Department Access to define the area to be kept clear. Plan utilizing AutoTurn programming to be submitted to the City for review.
  - Knox box will need to be installed.
  - Fire suppression communication will need to be active.

Goshen Legal Items

- Final dates need to be established for the uncompleted items that are required for occupancy.
- How does final inspection for landscaping and stormwater occur?
- Goshen Planning suggested we withhold the C of O. Building and Fire are concerned about this. We likely need a bond to be issued to secure the uncomplete items.
- The City needs to workout with the contractor a phased acceptance of infrastructure.
  - Acceptances will include Letters of Substantial Completion.
  - The group needs to figure out how we complete a partial acceptance of the lift station.

If you have any questions, please let me know.

Best regards,



Becky Hutsell  
Redevelopment Director

March 5, 2023

Ms. Tara Hetler  
City of Goshen Engineering Department  
204 East Jefferson, Suite 1  
Goshen, IN 46528

RE: **CERTIFICATE OF OCCUPANCY REQUIREMENTS – 1655 BRINKLEY WAY EAST**  
(Job Number: 2021-2050)  
East College Avenue  
Revised Site Access Plans

Dear Ms. Hetler:

Please find enclosed a revised set of site plans addressing the technical review comments previously received from the City dated March 3, 2023. The following changes have been made to the plans and are noted in **red**.

Additional changes have been made to the site access plans to conform to the previously approved plan set, and are listed below:

### **Engineering**

1. Sheet EC7, Curb - This curb can be left out of the initial phase and completed as everyone pulls out. The final curb is not to be held out until College Avenue.
  - **Noted. Concrete curb will be constructed at the end this phase in E. College Ave. Contract 3.**
2. Sheet EC7, Divider - Plan does not show the proposed traffic divider nor does it address the concern raised on 2/28/23 during the meeting highlighting the need for barrels at the end of the dividing walls
  - **Concrete wall as proposed and placed shown on revised plan.**
3. Sheet EC7, Construction Entrance Ahead Signs - These signs need to be larger. Similar to X4607 or X4607
  - **Signs added and minimum size of signs noted as required on plan.**
4. Sheet EC7, Fire Hydrant Protection - Recommend the hydrant be protected with a concrete block
  - **Concrete block to be placed the week of 3/6.**

5. Sheet C1.1, Material Storage - Lots of material was store in these areas on 3/1/23. A drive thru will need to be scheduled the week of March 6
  - Brinkley/CDR to schedule a drive thru with City staff this week, week of 3/6.
6. Sheet C2.2, Stone - This vehicle path has the fire truck tracking along the new stone path. This path needs to be hard packed to avoid potential damage to the fire truck. City to witness roll test utilizing loaded tri-axial
  - Proof roll to be coordinated between Abonmarche/City Staff/CDR/Niblock week of 3/6.

## **Planning**

7. C1.1 - Need to see the relocated fence and additional stone in relation to the south property line, as the 5' setback must be maintained along the south property line.
  - 5' setback and note added to access plan.
8. C1.1 - What surface is being provided for the employee parking area, and how are parking spaces and driving aisles being marked?
  - Compacted Aggregate #53 to be provided for employee lot. Note stating material added to legend. Parking spaces are to be striped week of 3/6.
9. C1.1 - All City staff need to review proposed occupancy agreement before it is executed.
  - Noted. Agreement being finalized by City Staff.
10. C1.1 - Is material storage proposed in the canopy areas only? A note clarifying material storage areas should be added.
  - Note added clarifying storage under canopy areas for materials only.
11. C2.2 - The fire truck maneuvering plan should be shown on the same layout that is being used for traffic and access, as this layout doesn't match the traffic/access layout.
  - All comments and access plan now shown on one unified plan sheet.

## **Stormwater**

12. C1.1 - The square footage of area to be seeded and stabilized to establish the lawn needs to be provided and the area to be stabilized identified.
  - Areas to be stabilized and seeded as part of Plant 1 added to drawing. Total Area is 30,742 SFT



If you have any questions on the revised site plans, please contact me at (574) 210-0858 or by email at [rnichols@abonmarche.com](mailto:rnichols@abonmarche.com). Thank you for your assistance.

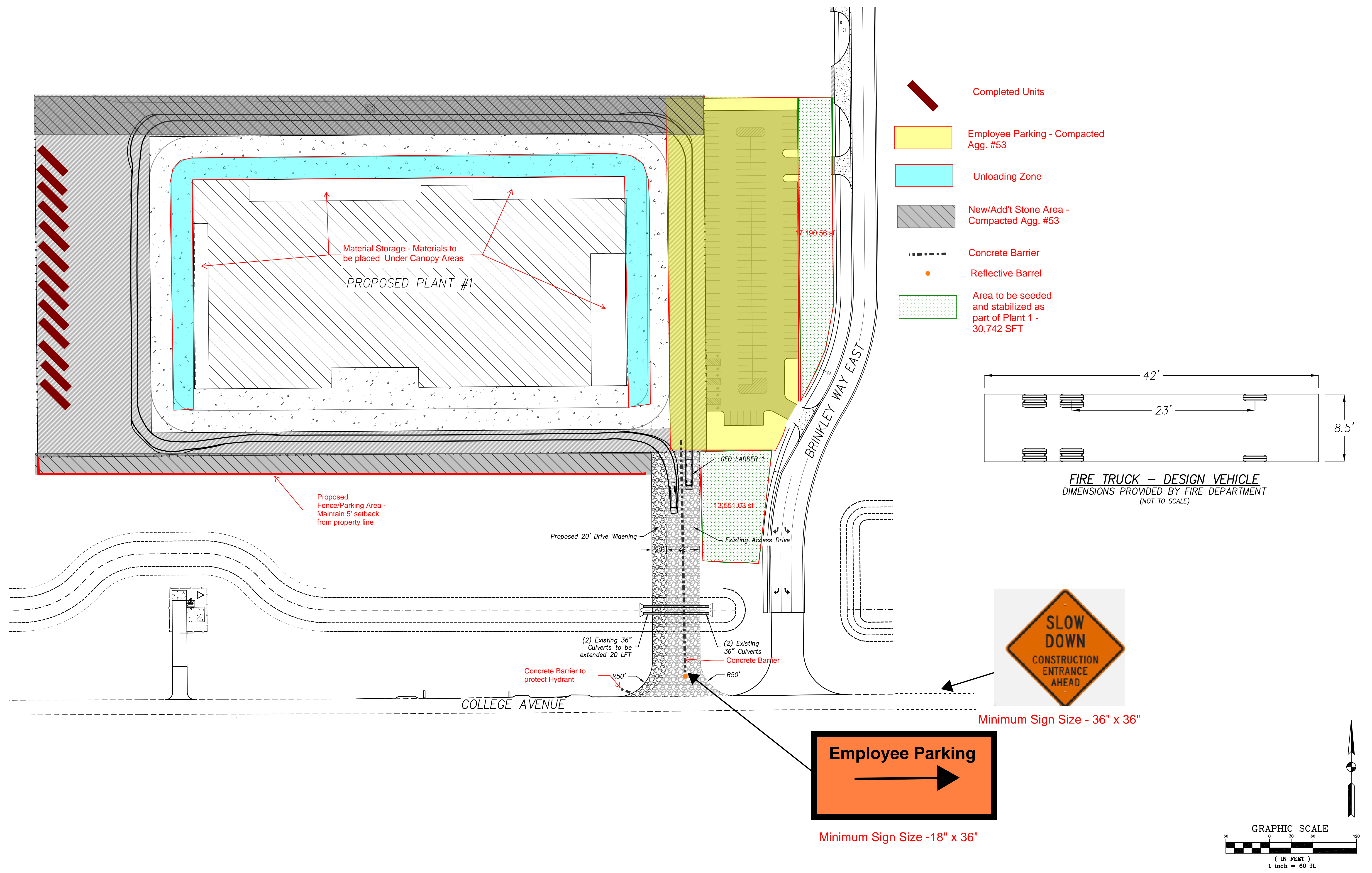
Sincerely,  
ABONMARCHE CONSULTANTS, INC.

A handwritten signature in black ink, appearing to read "R. A. Nichols". The signature is stylized with a large initial "R" and "N".

Robert A. Nichols  
Transportation Development Manager







8	REVISED FOR ALTERNATE BMP PLAN CHANGE	JLW	12-22-2022
NO.	REVISION DESCRIPTION:	BY:	DATE:





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **LIPPERT COMPONENTS, 3048 SKYVIEW DRIVE – UTILITY EASEMENT  
(JN: 2019-2043)**

DATE: March 8, 2023

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Goshen Engineering is auditing past projects and entering the installed infrastructure into the City's GIS. Through this process, an unaccepted or recorded utility easement from 2020 for the above referenced site was found in a project file.

The Goshen Board of Works and Safety is requested to accept the provided water utility easement and the approximately 550 feet of 8 inch water main within the easement as part of the City's water distribution network.

***Requested Motion:*** Move to accept the water main utility easement provided by Lippert Component along the south side of 3048 Skyview Drive, and authorize Dustin Sailor, the City's Director of Public Works, to sign the easement document as that is how it was prepared by Lippert's attorney.

Additionally, move to accept the approximately 550 feet of 8 inch water main within the described water main utility easement.



## **EASEMENT**

Lippert Components Manufacturing, Inc. ("Grantor") does grant and convey to the City of Goshen, a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528 ("City"), for Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, an easement (the "Easement") over, across, and through the lands of Grantor situated in Elkhart County, State of Indiana, described on Exhibit "A" (the "Easement Area"), a copy of which is attached hereto and made a part hereof.

The Easement is given to access, install, construct, contain, maintain, repair, replace, renew, and operate a water main, together with such equipment, facilities, service pipes, lines, and appurtenances as may be required for the proper operation of and access to the water main.

The Easement and rights given, granted, and conveyed is subject to the following covenants and conditions:

1. Grantor grants City access to the Easement Area over the adjoining lands of Grantor provided that such access shall be conducted so as to reasonably minimize any damage to the Easement Area and adjoining lands of Grantor, and such activities of the City, to the extent reasonably possible, will be confined to the Easement Area.
2. Except for the rights, privileges, benefits, and easements granted herein, Grantor reserves unto itself all rights of ownership and use to the Easement Area not inconsistent herewith.
3. City shall restore the Easement Area after its access to the Easement Area pursuant to this Easement to as good as or better condition than it was prior to its access to the Easement Area or any installation or subsequent reentry. Any damage to the adjoining lands of Grantor caused by the City shall be promptly paid for or otherwise rectified by the City.
4. Each party shall indemnify and hold the other party and their successors and assigns harmless from and against any and all costs and expenses incurred by the other party resulting from use by that party of the Easement Area and the exercising of the rights and easements granted herein or failure by a party to comply with its obligations herein.
5. The grant of the Easement is subject to all zoning laws and ordinances, building, use, and other restrictions and rights-of-way of record.
6. This Easement shall be deemed to be a covenant running with the Easement Area binding upon and inuring to the benefit of the parties hereto, and their grantors, successors, and assigns.
7. Whenever a transfer of ownership of any of the Easement Area takes place, liability of the transferor for breach of covenants occurring thereafter automatically terminates.

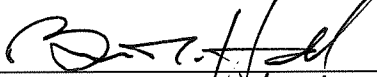
8. Each party may enforce this Easement by appropriate action, and should it prevail in litigation, it shall recover as part of its costs reasonable attorneys' fees and court costs.
9. The rule of strict construction does not apply to this Easement. This Easement shall be given a reasonable construction so that the intention of the parties to confer a commercially usable right of enjoyment on all parties is carried out and such parties shall cooperate with each other, to all reasonable extent to accomplish the same.
10. This Easement shall be governed by and construed in accordance with the laws of the State of Indiana.

Grantor is the sole and lawful fee-simple owner of the Easement Area and has good and marketable title sufficient to convey the easement rights granted herein.

Executed this 21 day of August 2020.

**GRANTOR:**

Lippert Components Manufacturing, Inc.

By:   
 Name: Brian M. Hall  
 Title: EVP & CFO

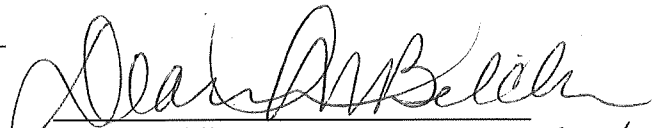
STATE OF INDIANA        )  
   ) SS:  
 COUNTY OF ELKHART    )

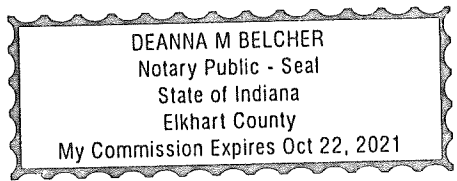
Before me the undersigned, a Notary Public in and for said County and State, personally appeared BRIAN M. HALL, the EVP & CFO of Lippert Components Manufacturing, Inc., and acknowledged the execution of the foregoing Easement this 21 day of August, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 10-22-21

County of Residence: Elkhart

  
 Notary Public  
 Printed: Deanna M. Belcher



**ACCEPTANCE**

The undersigned, to-wit: the Director of Public Works for the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana, hereby acknowledges the receipt of this Easement from Lippert Components Manufacturing, Inc. and accepts said Easement pursuant to the terms and conditions thereof.

Accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Name: Dustin Sailor  
Title: Director of Public Works, City of Goshen

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me the undersigned, a Notary Public in and for said County and State, personally appeared Dustin Sailor, the Director of Public Works of the City of Goshen, Indiana, and acknowledged the execution of the foregoing Acceptance of the Easement this \_\_\_\_ day of \_\_\_\_\_, 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_

**THIS INSTRUMENT WAS PREPARED BY AND WHEN RECORDED RETURN TO:** Hilary R. Johnson, Legal Counsel, Lippert Components, Inc., 4100 Edison Lakes Parkway, Suite 210, Mishawka, IN 46545, 574-370-9951.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Hilary R. Johnson.





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## Memorandum

To: Board of Works and Safety

From: Dustin K. Sailor, Director of Public Works

RE: **STARCRAFT LIFT STATION – ABONMARCHE PROFESSIONAL SERVICE AGREEMENT  
AMENDMENT (JN: 2018-0022)**

Date: March 10, 2023

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Attached is Agreement Amendment No.1 with Abonmarche Consulting for services performed in the design and permitting for the Starcraft Lift Station.

Due to issue with property acquisition, designing utilities around a proposed bridge replacement, and permitting associated with a waterway, the original design scope for this project expanded significantly.

Abonmarche's contract Amendment No. 1, is for an increase amount of \$40,100, with the pervious contract amount brings the total not-to-exceed service contract amount to a \$90,000.00.

In 2022, the lift station project bid for \$1,685,277.50. In a professional services comparison, Abonmarche's amended fee is 5.34-percent of the contract amount which is a very reason service fee when compared to other professional service contracts the City has entered into.

***Proposed Motion:*** Move to approve Abonmarche Consulting's Starcraft Lift Station Design Contract Amendment No. 1 for \$40,100, which brings the total not-to-exceed service contract amount to \$90,000.00.



## AMENDMENT NO. 1

### Starcraft Lift Station Replacement Design

City Job No: 2018-0022

THIS AMENDMENT is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **Abonmarche Consultants, Inc.** (“Consultant”), whose mailing address is 303 River Race Drive, Unite 206, Goshen, Indiana 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

#### RECITALS

- (A) City and Consultant entered into an Agreement on November 19, 2018 for the design of the replacement Starcraft Liftstation at College Avenue and Horn Ditch.
- (B) The design scope has exceeded the original proposal due to unforeseen permitting, negotiation with adjoining property owners, coordination with Elkhart County and their proposed bridge replacement.
- (C) The parties wish to amend the Agreement to include amending some task in the scope of services and amend fees for services as outline below.
- (D) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

In consideration of the terms, conditions and mutual covenants to be kept and performed under the original Agreement, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

#### SECTION 1. Scope of Services

1.1 The Agreement shall be amended by adding the following Services:

##### Amend Task #1: Supplement Topographic Survey

- Perform additional field survey to locate existing trees and calipers on each side of the Horn Ditch, and prepare tree exhibit and mitigation plan as requested by the DNR.
- Locate additional trees near the new lift station and drain tiles at the bridge.

##### Amend Task #4: Construction Documents (Bid Plans)

- Perform additional design to relocate the existing Lippert storm sewer and design a new discharge point into the Horn Ditch.
- Place project on permanent hold due to easement acquisition in southeast quadrant.
- Revise water main alignment and design to run between the bridge structural piles due to the southeast property owner refusing to grant an easement, and coordinate with Elkhart County and the City of Goshen to perform this design change.
- Meet with County to review final water main alignment prior to bidding.



Amend Task #5 (#6 in original agreement scope of services): Preparing Permits

- From prior discussions with Elkhart County Highway and the City of Goshen, the City shall prepare the necessary “Rule 5” / SWPPP for the combined project, associated permit applications, and submit to Elkhart County Soil & Water Conservation District and IDEM for review and consideration. Abonmarche to prepare the SWPPP and “Rule 5” applications, public notice, and lead the submittal and review process. The required NOI fee and public notice shall be included as a reimbursable on our invoice.
- Additional permit preparation for relocating the existing storm sewer outfall into the Horn Ditch in order to eliminate conflicts with the new sanitary sewer crossing, which included additional permit language and exhibits for the DNR, U.S. Army Corps of Engineers, Elkhart County Drainage Board, and a new permit request to IDEM.
- Coordinate proposed directional bore of sanitary sewer with IDEM Central Office.
- Renew DNR permit by new application and public notification process.

Amend Task #6 (#7 in original agreement scope of services): Easement Legal/Sketch

- Prepare permanent easement descriptions and sketches for Ignacio & Maria Lopez, Andres Trust, and Stag GI Goshen, Inc. (3 additional).
- Prepare temporary easement descriptions for each of the previously mentioned properties and Lippert Components (4 total at \$400 each).
- Stake easement locations with wood lath (\$800).

Amend Task #7 (#5 in original agreement scope of services): Project Specifications

- Revise sections and language from Elkhart County formatting to City of Goshen. Add standard sections for standalone project.
- Coordinate project with County and include provisions for phasing.

Add Task #10: Construction Bid Documents

- Prepare a complete package of construction bid documents using City’s standard forma and requirements for upload to the Quest Project Plan Room, [www.questcdn.com](http://www.questcdn.com).

**SECTION 2. Compensation**

Compensation for these amendments to the agreements are itemized in the following table:

		<u>Contract</u>	<u>Amend 1</u>	<u>Total</u>
Task #1	Supplement Topographic Survey	\$3,000	\$ 2,000	\$ 5,000
Task #2	Lift Station Evaluation	\$3,000	\$ 0	\$3,000
Task #3	Geotechnical Investigation	\$6,500	\$ 0	\$6,500
Task #4	Construction Documents (50% Plans)	\$12,500	\$ 0	\$12,500
	Construction Documents (Bid Plans)	\$11,000	\$ 13,000	\$24,000
Task #5	Preparing Permits	\$4,000	\$ 10,500	\$14,500
Task #6	Easement Legal/Sketch	\$900	\$ 5,100	\$6,000
Task #7	Project Specifications	\$3,000	\$ 4,000	\$7,000
Task #8	Bid Phase Services	\$2,000	\$ 2,500	\$4,500
Task #9	Construction Phase Services	\$2,000	\$ 0	\$2,000
Task #10	Construction Bid Documents		\$3,000	\$3,000
	Reimbursables	\$2,000	\$ 0	\$2,000
<b>TOTAL:</b>	<b>Lump Sum Not-to-Exceed</b>	<b>\$49,900</b>	<b>\$ 40,100</b>	<b>\$ 90,000</b>

**SECTION 3. Original Agreement**

In all respects, all other provisions of the original Agreement not affected by this Amendment shall remain in full force and effect.

**SECTION 4. Authority to Execute**

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

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

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

**Abonmarche Consults, Inc.**

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

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

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

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

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



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

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

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

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

**To:** City of Goshen Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** March 13, 2023  
**Subject:** Statewide tornado siren test, March 14, 2023

**Goshen Fire Department Chief Dan Sink asked that the Mayor announce that the annual statewide tornado siren test will be March 14, 2023 between 10 a.m. and 10:30 a.m.**

The National Weather Service office in Indianapolis provided the following additional information through a news release posted on its website (<https://www.weather.gov/ind/SevereWxWeek>) :

***March 12-18, 2023 is Severe Weather Preparedness Week in Indiana.***

“Governor Eric Holcomb has proclaimed March 12-18, 2023 to be *Severe Weather Preparedness Week* in the state of Indiana.

“The National Weather Service, in conjunction with the Indiana State Police, the Indiana Department of Homeland Security, the Indiana Department of Education, the Indiana Broadcasters Association, the American Red Cross, and Amateur Radio Operators, will conduct a **statewide test of communication systems on Tuesday, March 14 at 10:15 AM EDT/9:15 AM CDT.**

“Important: While the drill will be sent using live TOR EAS coding (Tornado Warning), it is only a test, and will be postponed to Wednesday, March 15 if weather conditions warrant. (NWS Wilmington, OH will send the test for their Indiana counties using the RWT coding, per an agreement with their Cincinnati broadcast market partners)

“As part of NWS efforts to build a Weather Ready Nation, the goal of Severe Weather Preparedness Week is to better educate people about the hazards of severe thunderstorms and tornadoes, and to help everyone be prepared when severe weather occurs ...

... This week, we also remind Hoosiers to be aware of the underappreciated but deadly dangers of flooding. On average, flooding is the deadliest thunderstorm-related hazard. Indiana suffered one flood fatality in 2022, but that is one too many.”