

**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MARCH 20, 2023 REGULAR MEETING**

Convened at 2 p.m. in 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 Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the March 13, 2023 Regular Meeting. Board member Mike Landis moved to approve the minutes of the March 13, 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 with two additions: 9) *Engineering Department: Approve temporary closure of West Wilden Avenue for road construction* and 10) *Approve agreement with Katie Nelson for payment of City property damage.* Board member Landis moved to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 4-0.

1) Resident request: Approve installation of a 34-foot wide concrete driveway at 1503 Garland Drive and replace existing curb and sidewalk (Neal Frey)

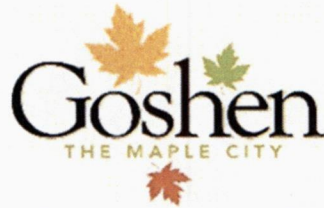
Neal Frey of 1503 Garland Drive in Goshen, told the Board that he is building a new home where the previous home had burned down. He asked the Board to allow the installation of a concrete driveway the width of the garage, which is 34 feet to the right-of-way line.

Frey said his contractor will remove the existing curb and public sidewalk and replace both as required. He said his contractor will install the driveway, curb and sidewalk per the City Engineering Department specifications. He said Team Construction Co. intends to do the work as the weather allows.

In his written request, **Frey** listed the following reasons for approving his request:

- Keeping cars parked on the driveway as opposed to on-street parking is aesthetically more pleasing and certainly safer.
- It will be safer, since this property is located on a corner lot; if cars are parked on the street it could be difficult for traffic to see around the corner and pose the potential for a collision.
- It will be safer as backing out of the driveway from both sides of the road with a car parked on the road poses a potential hazard.
- With the setback distance without the full width, it would require that Frey cross and drive on the grass if he parks a trailer in the garage.
- Driveways in the same neighborhood located at 1618 Winsted, 1508 Brookfield, 1401 and 1403 Elmhurst are of similar widths.

In response to a question from **Board member Swartley,** **Frey** said the driveway will be primarily for vehicles. He also said the previous driveway and curb were removed.



Mayor Stutsman asked if City staff had any comments about the request. **City Civil Traffic Engineer Josh Corwin** said the Engineering Department continues to encourage driveways to be a maximum of 24 feet, but it didn't have any specific issues with this request. In response to a question from **Board member Swartley**, **Corwin** confirmed there are other driveways in the neighborhood with driveways wider than 24 feet.

In response to a question from **Board member Landis, Frey** said it is about 32 feet from the garage wall to the curb. **Frey** said he plans to park a trailer in the driveway and wants it to be wider so he doesn't have to drive on the grass.

Landis/Swartley moved to allow Neal Frey to install a 34-foot wide concrete driveway at 1503 Garland Drive. Motion passed 4-0.

2) Business request: Approve request by Peachey Roofing to temporarily close the west side sidewalk in front of 105 South Third Street during the installation of a new roof

Abram Peachey, owner of Peachey's Roofing and General Construction, told the Board the company has a permit to install a metal roof on a house at 105 South 3rd Street. He asked the Board to allow the closure of the sidewalk in front of the home so he could work on the roof on Tuesday, March 21 2023.

In response to a question from **Mayor Stutsman**, **Peachey** said he would be blocking the sidewalk for six to eight hours. He said there is no parking in that area. He said he would not be placing any heavy equipment on the sidewalk – only ladders and planks. Because of the short duration of the closure, **Mayor Stutsman** said he didn't object to the request.

Landis/Swartley moved to approve the request from Peachey Roofing and General Construction to temporarily close the sidewalk in front of 105 South Third Street during the installation of a new roof on March 21, 2023. Motion passed 4-0.

3) Planning & Zoning Department: Accept the Parke North Second plat with dedication of right of way and easements

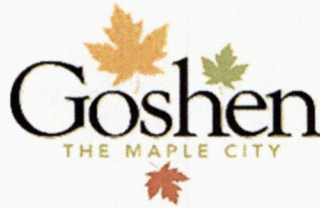
Rhonda L. Yoder, City Planning & Zoning Administrator, told the Board that a one-lot subdivision has been submitted for Parke North Second, which is the second phase of Parke North subdivision. The property is zoned Industrial M-1. **Yoder** said the subdivision meets the requirements of the Zoning and Subdivision Ordinances.

Yoder said there is no public infrastructure being constructed as part of the plat, so no bond/surety is required. The subdivision drainage plan was accepted by the Board of Works on Feb. 13, 2023. She said the plat includes dedication of right of way for Kercher Road, and includes a number of easements. **Yoder** asked the Board to accept the Parke North Second plat with dedication of right of way and easements, and sign the plat.

Landis/Swartley moved to accept the Parke North Second plat with dedication of right of way and easements. Motion passed 4-0.

4) Legal Department: Resolution. 2023-12, Interlocal Agreement with the City of Nappanee for the Completion of a Joint Federal Aid Project to Purchase and Install Electric Vehicle Charging Stations

Assistant City Attorney Matt Lawson presented to the Board Resolution 2023-12, an Interlocal Agreement with the City of Nappanee to jointly purchase and install electric vehicle charging stations. This joint project will be funded, in part, with federal Carbon Reduction Program funds.



Background:

Together with the City of Nappanee, the City of Goshen filed a joint application for federal Carbon Reduction Program funding to develop one electric vehicle charging station in Goshen and two in Nappanee. The estimated cost of the project will be approximately \$260,700. Installing a Level 3 Direct Current Fast Charging Electric Vehicle Charging Station in downtown Goshen is estimated to cost \$212,800, with an 80% federal share of \$170,240 and a 20% local match of \$42,560. The Level 2 Electric Vehicle Charging Station is estimated to cost \$47,900 with an 80% federal share of \$38,320 and 20% local match of \$9,580.

The City of Goshen will be responsible for overseeing the project in Nappanee, which will include consulting with Nappanee city officials, selecting a consultant for preliminary engineering, helping select the station sites, arranging for electrical services, selecting equipment, designing signage, and invoicing Nappanee for the City's share of the project.

Landis/Swartley moved to approve Resolution 2023-12, *Interlocal Agreement with the City of Nappanee for the Completion of a Joint Federal Aid Project to Purchase and Install Electric Vehicle Charging Stations*. The motion passed 4-0.

5) Legal Department: Resolution 2023-11 – Ratifying the Special Purchase of a 2023 International Grapple Truck, Model MC607 SBA

Brandy Toms, a paralegal with the City Legal Department, told the Board that attached to the meeting packet for the Board's approval was Resolution 2023-11, *Ratifying the Special Purchase of a 2023 International Grapple Truck, Model MC607 SBA*. She said Indiana Code 5-22-10-5 allows the City to make a special purchase when there exists a unique opportunity to obtain supplies and services at a substantial savings to the City.

Toms said the City Street Department needs a grapple truck – a truck with a crane or boom extension to grab and load heavy items – to more effectively and efficiently perform various projects throughout the City.

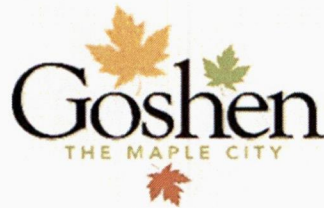
Toms said **City Fleet Manager Carl Gaines** contacted W.A. Jones and learned that this truck would cost about \$300,000. Gaines had an opportunity to inspect a similar unit, learning the cost to South Bend was approximately \$216,000. Gaines reached out to Best Equipment, Co., Inc. and was informed of the availability of a 2023 International Grapple Truck that was drastically discounted after being used as a demonstration unit at a work truck show after a customer purchase fell through.

Upon learning of the availability of this unit, **Toms** said Gaines contacted **Mayor Stutsman** about the availability, the substantial savings to the City and of the limited time it would be available. Given all these factors, Mayor Stutsman approved the purchase and delivery of the equipment was made to City Garage on March 10, 2023. Toms asked the Board to ratify the purchase of the 2023 International Grapple Truck from Best Equipment, Co, Inc. for \$196,441.47.

Mayor Stutsman said the City might make this kind of purchase again. He said **Carl Gaines** does an excellent job finding purchase options for the City. He said City bids and purchases are being delayed these days because of backlogs of orders. So, he said the City moved forward with this purchase because it's a good opportunity.

In response to a question from **Board member Landis**, the **Mayor** also described the appearance and function of a grapple truck, adding that when the truck is used to pick up piles of brush, fewer staff members will be needed.

Landis/Swartley moved to pass and adopt Resolution 2023-11, *Ratifying the Special Purchase a 2023 International Grapple Truck, Model MC607 SBA from Best Equipment, Co, Inc. at a cost of \$196,441.47*. The motion passed 4-0.



6) Water & Sewer Office: Request to approve unpaid final accounts

Kelly Saenz, Manager of the Goshen City Utilities Office, said that the original amount of unpaid final Water/Sewer accounts for this period, through Dec. 19, 2022, was \$11,000.76. Collection letters were sent out and payments of \$3,103.99 were collected. The uncollected amount was \$7,896.77. So, Saenz asked the Board to move the office's uncollected final accounts from active to Collection, Sewer Liens and Write offs.

Board member Landis asked the length of time it took to add up to \$11,000.76. **Saenz** said the totals reflected unpaid final Water/Sewer accounts for December and part of January.

Landis/Swartley made a motion to move the Goshen Water and Sewer Office's uncollected final accounts from active to Collection, Sewer Liens and Write offs. Motion passed 4-0.

7) Engineering Department: Approve the closure of the pedestrian path and the northbound turn lane of Indiana Avenue between Plymouth Avenue and the entrance to the Indiana Avenue Apartments from March 29, 2023 until April 1, 2023

City Civil Traffic Engineer Josh Corwin told the Board that Ancon Construction has requested permission to close the pedestrian path and the northbound turn lane of Indiana Avenue for the Indiana Avenue Apartments, between Plymouth Avenue and the entrance to the Indiana Avenue Apartments, from Wednesday, March 29 until Saturday, April 1, 2023.

Corwin said the schools will be on spring break while the work is being performed. Work during this period, will include the removal of seven failed sidewalk panels, and replacing them with new panels. Northbound traffic will still have access on Plymouth Avenue, as shown in the traffic control plan attached to the agenda packet.

In response to a question from **Mayor Stutsman**, **Corwin** said he believed the concrete panels were broken during construction.

Landis/Swartley moved to approve the closure of the pedestrian path and the northbound turn lane of Indiana Avenue between Plymouth Avenue and the entrance to the Indiana Avenue Apartments from March 29, 2023 until April 1, 2023. Motion passed 4-0.

8) Engineering Department: Approve temporary Right of Entry agreement with James and Jennifer Hochstetler for property at 403 Oak Lane, and authorize Mayor Stutsman to sign on behalf of the City

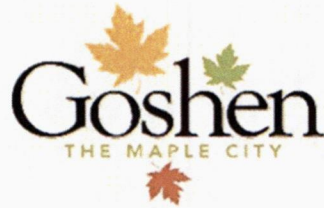
City Civil Traffic Engineer Josh Corwin told the Board that in order to properly complete the asphalt pavement on the north side of Oak Lane, work will extend beyond the existing right of way of Oak Lane.

Corwin said the temporary right of entry agreement will provide the contractor access to remove the existing concrete and repave with asphalt. The existing concrete has failed and will need to be removed in order for the asphalt paving to work properly. He said all disturbed areas will be restored per current City Standards.

Landis/Swartley moved to approve the temporary right of entry agreement with James & Jennifer Hochstetler for property at 403 Oak Lane, and authorize Mayor Stutsman to sign on behalf of the City. Motion passed 4-0.

9) Engineering Department: Approve temporary closure of West Wilden Avenue for road construction

City Civil Traffic Engineer Josh Corwin told the Board that in order to complete the final phases of the Wilden Avenue Road Reconstruction project, Rieth-Riley needs to close Wilden Avenue to through traffic, from Rock Run Creek to Main Street, starting Monday, March 20 until Friday, Aug. 25, 2023.



Corwin said construction will occur in two phases: Phase 1 will extend from Rock Run Creek through 1st Street; Phase 2 will extend from 1st Street to Main Street. Traffic will be detoured via Indiana Avenue/County Road 21 to County Road 26 to Main Street / State Road 15. Traffic will be maintained at all times on Main Street / SR 15.

Corwin said local access to residents within the closure will also be maintained. He also said Goshen schools, the City Police and Fire departments, and residents within the closure area have been notified of the work.

Mayor Stutsman said he was glad this is the first major project moving forward of the 2023 construction season.

Landis/Swartley moved to approve the closure of Wilden Avenue to through traffic, from Rock Run Creek to Main Street, starting today, March 20 until Friday, Aug. 25, 2023. Motion passed 4-0.

10) Approve agreement with Katie Nelson for payment of city property damage

Brandy Toms, a paralegal with the City Legal Department, told the Board that attached to the meeting packet for the Board's approval and authorization for the Mayor to execute was a payment agreement between the City and Katie Nelson of Walkerton, Indiana for reimbursement of repair costs for damage to City property (a fire hydrant) as a direct result of an automobile accident on Dec. 3, 2022 in which Ms. Nelson was at fault.

Toms said total costs to repair the damage was \$1,016.93. **Nelson** has agreed to reimburse City for the damages in 12 weekly payments of \$84.74 each. She said Nelson made her first payment today, in the sum of \$100. The Legal Department asked that the payment agreement be approved and executed.

Landis/Swartley moved to approve and authorize the Mayor to execute the payment agreement between the City and Katie Nelson for reimbursement of repair costs of damage to City property as a result of an auto accident on Dec. 3, 2022, in the total amount of \$1,016.93, which will be paid in 12 weekly installments of \$84.74 each. Motion passed 4-0.

At 2:23 p.m., Mayor Stutsman temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider one agenda item.

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

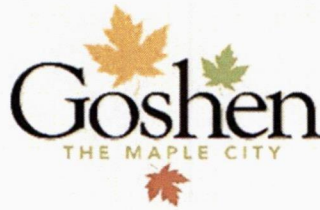
2:00 p.m., March 20, 2023

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

10) Approve the Agreement with Wessler Engineering, Inc. for professional services for updating Goshen's Stormwater Quality Management Plan, Water Quality Characterization Report, and Assorted Standard Operating Procedures for a cost not to exceed \$46,000

City Civil Traffic Engineer Josh Corwin told the Board that the City of Goshen Stormwater Department is working to comply with the updated requirements of Indiana's current Municipal Separate Storm Sewer System General Permit (MS4GP), which took effect on Dec. 18, 2021.



As part of this process, **Corwin** said the Stormwater Department would like to contract with Wessler Engineering, Inc. to update the City's current Stormwater Quality Management Plan and Water Quality Characterization Report by July 15, 2023, at a cost not to exceed \$30,000. In addition, Wessler Engineering will review the current stormwater management related standard operating procedures (SOPs) and update and create new SOPs as needed to comply with the current MS4GP requirements by Nov. 5, 2023, at a cost not to exceed \$16,000.

The Stormwater Department requested that the Board of Public Works accept the attached agreement with Wessler Engineering, Inc. and give approval for Mayor Stutsman to sign the agreement.

Landis/Nichols moved to approve the Agreement with Wessler Engineering, Inc. for Professional Services for updating Goshen's Stormwater Quality Management Plan, Water Quality Characterization Report, and Assorted Standard Operating Procedures for a cost not to exceed \$46,000. Motion passed 4-0.

Mayor Stutsman adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Safety meeting at 2:25 p.m.

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

Mayor Stutsman opened Privilege of the Floor at 2:25 p.m.

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

Approval of Civil City and Utility Claims

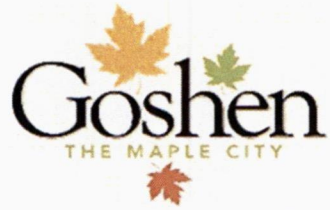
As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member **Landis** moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.

Adjournment

Mayor Stutsman adjourned the Board of Works meeting at 2:25 p.m.

EXHIBIT #1: Memorandum, dated March 20, 2023, which was prepared and circulated at the meeting by the Engineering Department for added agenda item 9) Engineering Department: Approve temporary closure of West Wilden Avenue for road construction. Attached to the memorandum were two color maps showing the closures and two phases of construction.

EXHIBIT #2: Memorandum, dated March 20, 2023, which was prepared and circulated at the meeting by Brandy L. Toms of the City Legal Department for added agenda item 10) Approve agreement with Katie Nelson for payment of city property damage. Attached to the memorandum was a payment agreement between Katie Nelson and the City of Goshen and 12 pages of supporting documentation and photos.



APPROVED:

A blue ink signature of Mayor Jeremy P. Stutsman, consisting of stylized initials and a surname.

Mayor Jeremy P. Stutsman

Mike Landis, Member

A black ink signature of Mary Nichols, written in a cursive style.

Mary Nichols, Member

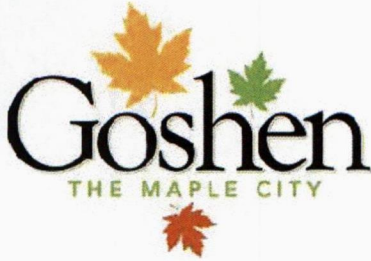
A black ink signature of Barb Swartley, written in a cursive style.

Barb Swartley, Member

ATTEST

A blue ink signature of Richard R. Aguirre, written in a cursive style.

Richard R. Aguirre, City of Goshen Clerk-Treasurer



**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

EXHIBIT #1

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering Department

RE: **NOTICE OF WEST WILDEN AVENUE ROAD CLOSURE (JN: 2014-0035)**

DATE: March 20, 2023

In order to complete the final phases of the Wilden Avenue Road Reconstruction project, Rieth-Riley is closing Wilden Avenue to thru traffic from Rock Run Creek to Main Street starting Monday, March 20 until Friday, August 25, 2023. Construction will occur in two phases: Phase 1 will extend from Rock Run Creek through 1st Street; Phase 2 will extend from 1st Street to Main Street.

Traffic will be detoured via Indiana Avenue/CR 21 to CR 26 to Main Street / State Road 15. Traffic will be maintained at all times on Main Street / SR 15. Local access to residents within the closure will also be maintained.



INDIANA AVE

Rock

WILDEN AVE

Run

QUEEN ST

Creek

1ST ST

OAKRIDGE AVE

2ND ST

3RD ST

PHASE 1

MICHIGAN AVE

PHASE 2

MAIN ST / ST RD 15

Wilden Avenue Road Closures

Phase 1 - Rock Run Creek to 1st Street

Road Closed: MARCH 20 – JUNE

Phase 2 - 1st Street to Main Street / SR 15

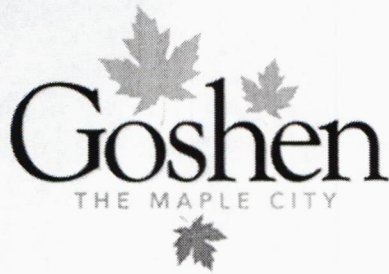
Road Closed: JUNE – SEPTEMBER

Main Street / SR 15 will remain open to traffic throughout the project.
Local access for residents will be maintained.

Detour Route for Wilden Avenue Road Closure

Wilden Ave Closed: MARCH 20 – SEPTEMBER





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

March 20, 2023

To: Board of Public Works and Safety
From: Brandy L. Toms
Subject: Payment Agreement with Katie Nelson for payment of city property damage

Attached for the Board's approval and authorization for the Mayor to execute is a payment agreement between the City and Katie Nelson for reimbursement of repair costs for damage to city property (fire hydrant) as a direct result of an automobile accident on December 3, 2022 where Ms. Nelson was at fault. Total costs to repair the damage was \$1,016.93. Ms. Nelson has agreed to reimburse City for the damages in 12 weekly payments of \$84.74 each. Ms. Nelson made her first payment today in the sum of \$100.00. Legal asks that the payment agreement be executed accordingly.

Suggested Motion:

Approve and authorize the Mayor to execute the payment agreement between the City and Katie Nelson for reimbursement of repair costs of damage to city property as a result of an auto accident on December 2, 2022, in the total amount of \$1,016.93, paid in 12 weekly installments of \$84.74 each, .

PAYMENT AGREEMENT

THIS PAYMENT AGREEMENT is entered into on _____, 2023, between the City of Goshen, Indiana, a political subdivision of the State of Indiana ("City"), and Katie Nelson ("Debtor") whose mailing address is 16261 W US6, Walkerton, IN 46574.

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

(1) Debtor agrees to pay City the principal sum of \$ 1,016.93 with interest accruing at the rate of 9 percent (9%) per annum. Such interest rate shall increase to twelve percent (12%) per annum upon default until such time as such default shall be cured.

(2) Debtor agrees to make minimum installment payments to City according to the following schedule until the entire remaining principal balance shall be paid in full together with any accrued interest:

\$ <u>84.74</u>	on or before	<u>March 20</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>March 27</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>April 3</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>April 10</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>April 17</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>April 24</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>May 1</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>May 8</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>May 15</u>	, 20 <u>23</u>
\$ <u>84.74</u>	on or before	<u>May 22</u>	, 20 <u>23</u>

(3) Payments to City under this agreement shall be made payable to CITY OF GOSHEN and remitted on or before the due date to City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, IN 46528.

(4) All payments shall be applied first to the payment accrued interest and then to the remaining principal balance.

(5) Debtor shall have the right of prepaying the principal balance in any amount at any time. Any prepayment of principal balance shall not relieve Debtor's obligation to make the minimum installment payments on or before the regularly scheduled dates as set forth in paragraph (2) until the entire principal balance is paid in full together with any accrued interest.

(6) In the event Debtor fails to make the minimum payment on or before the due date, Debtor will be considered in default. Upon default, interest will accrue on the unpaid principal balance at the rate of twelve percent (12%) per annum from the date the payment was due.

(7) Upon default, City will have the right to declare the entire unpaid principal balance plus any accrued interest due. Debtor is obligated to pay any collection costs, including court costs and reasonable attorneys' fee, which City incurs as a result of enforcing its rights under this agreement.

- (8) 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.
- (9) Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by all parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.
- (10) In the event that any provision of this 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 this agreement shall not affect the validity or enforceability of any other provision of this agreement.
- (11) This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Debtor.

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

City:

By: _____

Printed: _____

Title: _____

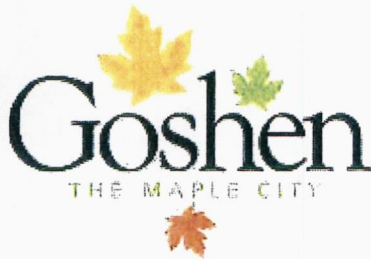
Date: _____

Debtor:

By: Kathe Nelson

Printed: Kathe Nelson

Date: 3/20/23



CITY OF GOSHEN, INDIANA

c/o Goshen Legal Department
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 17, 2023

To: Katie Nelson
16261 W US 6
Walkerton, IN 46574

Ashley M. Wood
2110 Morehouse Ave
Elkhart, IN 46517

It has been reported to this office that on December 4, 2022, a vehicle registered to Ashley M. Wood and operated by Katie Nelson was involved in an accident resulting in damages to City of Goshen property.

Enclosed please find Invoice Number 2023PD012 for \$1,016.93 for the repair of fire hydrant (Damages caused by December 2, 2022 auto accident at Indiana Ave and Wilkinson Street). A copy of this invoice has also been submitted to your insurance carrier.

Please make payment to **CITY OF GOSHEN** on or before March 16, 2023. Payment, in the form of check or money order, should be sent to:

City of Goshen
c/o Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

Your cooperation in satisfying this obligation would be much appreciated. If you have any questions, please contact me at 574-537-3820.

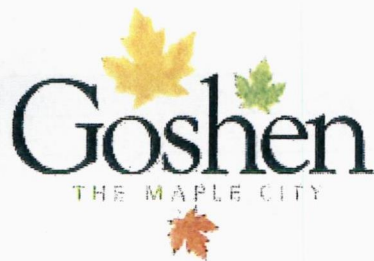
Respectfully,

Brandy L. Toms

Brandy L. Toms, Paralegal
brandytoms@goshencity.com

Enclosure

cc: The General, Policy# 1V-IN 9729164



CITY OF GOSHEN, INDIANA

c/o Goshen Legal Department
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

INVOICE

Invoice Date: February 17, 2023

Invoice Number: 2023PD012

Due Date: March 16, 2023

Amount Due: 1,016.93

To: Katie Nelson
16261 W US 6
Walkerton, IN 46574

Ashley M. Wood
2110 Morehouse Ave
Elkhart, IN 46517

Description	Amount
Repair of fire hydrant (Damages caused by December 2, 2022 auto accident at Indiana Ave and Wilkinson Street)	1,016.93
Total Amount Due:	1,016.93

PLEASE DETACH AND RETURN WITH PAYMENT.

Make check payable to **CITY OF GOSHEN** and mail or deliver to:

City of Goshen, c/o Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, IN 46528

From: Katie Nelson
16261 W US 6
Walkerton, IN 46574

Ashley M. Wood
2110 Morehouse Ave
Elkhart, IN 46517

Invoice Date: February 17, 2023

Invoice Number: 2023PD012

Due Date: March 16, 2023

Amount Due: 1,016.93

Amount Paid: \$ _____



Please make payment to:
Goshen Utilities
 203 S 5th Street
 P.O. Box 238
 Goshen, IN 46527-0238
 Tel: 574-533-9399

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0513	12/14/2022	1/13/2023

INVOICE

INVOICE NUMBER	AMOUNT DUE	AMOUNT ENCLOSED
202212141293	\$1,016.93	

CITY OF GOSHEN- LEGAL DEPT.
 204 E. JEFFERSON ST
 GOSHEN IN 46528

----- Important: Return this portion -----

----- Retain this portion for your records -----

Goshen Utilities

203 S 5th Street
 P.O. Box 238
 Goshen, IN 46527-0238
 Tel: 574-533-9399

INVOICE NUMBER
202212141293

ACCOUNT NUMBER	BILL DATE	DUE DATE
01-0513	12/14/2022	1/13/2023

ITEM DESCRIPTION	UNITS	TYPE	PRICE	AMOUNT
WATER MISC REV	N/A		N/A	933.33
SEWER MISC REV	N/A		N/A	83.60

HYDRANT REPAIR
 HYDRANT STRAIGHTENED AT WILKINSON STREET &
 INDIANA AVE

TOTAL PAYMENT DUE IN 30 DAYS.

*****THANK YOU*****	TOTAL DUE	\$1,016.93
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Herrera, Norma

From: Rios, Ana
Sent: Tuesday, December 13, 2022 10:27 AM
To: Toms, Brandy - *Legal Dept.*
Cc: Herrera, Norma; Saenz, Kelly; Rios, Ana
Subject: Time & Material - Hydrant Repair at Wilkinson St & Indiana Ave
Attachments: Time & Material Report - Hydrant Repair - Wilkinson St & Indiana.pdf

Good morning Brandy,

Please see attached time and material sheet and photos of the repair done to the hydrant at Wilkinson St & Indiana Ave. Please send payment back to Norma or Kelly at the billing office.

Thank you,

Ana Rios

Goshen Water & Sewer Dept
Administrative Assistant
Backflow Coordinator
574-534-5306
574-534-4281 fax
308 N 5th St
Goshen, IN 46528
anarios@goshencity.com



Goshen Water & Sewer

Time & Materials

Bill To: Legal Dept.Supervisor: Matt Beard

Address: _____

Project Date: 12/9/2022

City, ST Zip: _____

Job Type Done

 :Water

_____ :Sewer

_____ :W/S

_____ :Storm

_____ :Engineering

Project Hydrant RepairDiscription: Hydrant straightened at Wilkinson St
& Indiana Ave

QUANTITY	PRICE
----------	-------

Straightened hydrant & repaired leaking gasket

Flowable Fill	\$	62.00		\$	-
Yearly Concrete	\$	140.00		\$	-
	Yards Per Feet		Yards	Total	\$

EQUIPMENT	Hourly Rate		Hours		
Bobcat	\$	20.94		\$	-
Backhoe	\$	47.25	1	\$	47.25
Dump Truck	\$	51.24		\$	-
Work Truck	\$	51.24	2	\$	102.48
				Total	\$ 149.73

=> water

Factor	4 Hour Min. / \$175 per hour after 4 hours	\$	700.00	1	\$	700.00
Boring	Per Foot	\$	2.00		\$	-
TVI Truck	Min. \$1,200.00 / \$1.20 per foot after 1,000 Ft.	\$	1,200.00		\$	-

Employee	Department			Hours		
Battles, Nick	w/s	\$	43.21 Per Hour =		\$	-
Beard, Matt	w/s	\$	45.56 Per Hour =	2	\$	91.12
Bylls, Ryan	w/s	\$	38.90 Per Hour =		\$	-
Cripe, Matt	w/s	\$	33.78 Per Hour =		\$	-
Delagarza, Carlos	w/s	\$	33.78 Per Hour =		\$	-
Diaz, Jose	w/s	\$	35.84 Per Hour =		\$	-
Gonzalez, Alan	w/s	\$	35.84 Per Hour =		\$	-
Grass, Quinn	w/s	\$	38.04 Per Hour =		\$	-
Hetler, Matt	s	\$	37.94 Per Hour =		\$	-
Holdren, Kent	w/s	\$	53.42 Per Hour =		\$	-
Hornish, Nick	w/s	\$	43.45 Per Hour =		\$	-
Jackson, Travis	w/s	\$	38.04 Per Hour =	2	\$	76.08
Johnson, Bill	w/s	\$	43.21 Per Hour =		\$	-
Lambright, Dave	w	\$	45.67 Per Hour =		\$	-
Leer, Glen	w/s	\$	38.04 Per Hour =		\$	-
Lomperski, Dave	w/s	\$	35.89 Per Hour =		\$	-
Loucks, Brian	w/s	\$	35.89 Per Hour =		\$	-
Shepherd, Marv	w	\$	47.45 Per Hour =		\$	-
Wodtkey, Jeff	w/s	\$	38.04 Per Hour =		\$	-
Yoder, Danny	w/s	\$	38.61 Per Hour =		\$	-
					Total	\$ 167.20

s/w
\$167.20

149.73
700.00

83.60
933.33 w
83.60-S

Revised 11/16/2022

Grand Total	\$ 1,016.93
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State Id
DRAFT

Indiana Officer's Standard Crash Report

Hit and Run

Local Id
22GOS04708

Vehicles 2 Commercial 0 Injuries 3 Fatalities 0

Page 1 of 4

Printed on 12/4/2022 5:44:11 AM

GOSHEN PD, ORI 0200200

Drivers
1. NELSON, KATIE; 2. STEURY, MATHEW E

Location INDIANA AVE at intersection of WILKINSON ST		County ELKHART	Township ELKHART	City GOSHEN(ELKHART)
Crash Date 12/03/2022	Day of Week Saturday	Crash Time 15:54	Date of Report 12/03/2022	Latitude 41.59046400
Weather Condition CLEAR	Light Condition DAYLIGHT	Locality URBAN	Inside Corporate Limits? YES	<input type="checkbox"/> School Zone
Roadway Surface ASPHALT	Surface Condition DRY	Roadway Classification LOCAL/CITY ROAD		<input type="checkbox"/> Train or Rail Equipment
<input type="checkbox"/> Construction Zone	Construction Type	Roadway Junction FOUR-WAY INTERSECTION	Railroad Crossing #	<input type="checkbox"/> Rumble Strips
				<input type="checkbox"/> Deer

Time Notified 1556	Time Arrived 1556	Primary Factor FAILURE TO YIELD RIGHT OF WAY (Unit 1)	Did this crash happen as a result of another incident? NO
Type of Crash LEFT TURN	Other Location of Investigation AT SCENE ONLY	<input checked="" type="checkbox"/> Investigation Complete <input type="checkbox"/> Photos taken	Total Estimate of all damage in Crash: \$25001 TO \$50000
Investigative Officer SNYDER, JORDEN	Agency GOSHEN PD	ID Number 220	
Reviewing Officer			
Assisting Officer			
Assisting Officer			

Narrative

The following was written by SNYDER, JORDEN

On Saturday, December 3, 2022 at 15:54, SNYDER, JORDEN responded to a crash on INDIANA AVE at intersection of WILKINSON ST. At the time of the crash, the weather was Clear and the road surface was Dry.

Vehicle 1, White Chevrolet Impala, Going straight.
Vehicle 2, Black GMC Sierra Limited, Going straight.

I arrived on scene to 2 vehicles with heavy front end damage. V2 was up on the curb and was stuck to a fire hydrant. D2 said he was driving south on Indiana Ave, when V1 was heading west on Wilkinson St. D2 said V1 did not stop for the stop sign and crashed into V2, pushing V2 into the fire hydrant. There were no reported injuries to occupants of V2.

I spoke with D1 who said she did not come to a complete stop at the stop sign on Wilkinson St and tried to drive through Indiana Ave to continue onto Wilkinson Rd. D1 said she tried to turn away from V2 before they crashed but it was too late. V1 had 2 more occupants in the back seat. D1 and the 2 occupants were checked by medics on the scene. No one was transported from the scene.

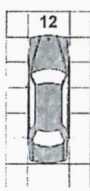

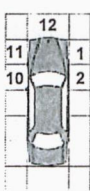
Indiana Officer's Standard Crash Report

Local Id
22GOS04708

Vehicles 2 Commercial 0 Injuries 3 Fatalities 0

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GOSHEN PD, ORI 0200200

Unit 1 Driver				Unit 2 Driver			
<input type="checkbox"/> Hit & Run		<input type="checkbox"/> Aggressive Driving		<input type="checkbox"/> Immediate Medical Attention		<input type="checkbox"/> Immediate Medical Attention	
Last Name NELSON		First KATIE		Middle		Middle	
Address 16261 W US 6 WALKERTON, IN 46574-9644		DOB 08/03/1993		Age 29		Gender F	
Driver's License Number 4160027706		Lic Type OP		Lic State IN		CDL Class	
Apparent Physical Status NORMAL		Restrictions NONE		Apparent Physical Status NORMAL		Restrictions NONE	
Test Given NONE		Type Given		Test Given NONE		Type Given	
Driver Injury Status REFUSED		EMS Number 0331		Driver Injury Status		EMS Number	
Nature of Most Severe Injury NONE VISIBLE		Location of Most Severe Injury NECK		Nature of Most Severe Injury		Location of Most Severe Injury	
Safety Equipment Used LAP BELT, SHOULDER BELT		Safety Equipment Effective YES		Ejection/Trapped NOT EJECTED OR TRAPPED		Safety Equipment Used AIRBAG DEPLOYED, LAP BELT, SHOULDER BELT	
Safety Equipment Effective YES		Ejection/Trapped NOT EJECTED OR TRAPPED		Safety Equipment Effective YES		Ejection/Trapped NOT EJECTED OR TRAPPED	
If Cited		IC Codes		If Cited		IC Codes	
Vehicle Information							
Veh # 1	Color WHITE	Veh Year 2005	Occupants 3	Initial Impact Area 		Initial Impact Area 	
Make CHEVROLET		Model Impala		<input type="checkbox"/> Undercarriage		<input type="checkbox"/> Undercarriage	
Style 4-DOOR		Insured By THE GENERAL		<input type="checkbox"/> Trailer		<input type="checkbox"/> Trailer	
Policy # 1V-IN 9729164		Ins Phone # 800-280-1466		<input type="checkbox"/> None		<input type="checkbox"/> None	
VIN 2G1WF55E059374673		Areas of Damage 		<input type="checkbox"/> Unknown		<input type="checkbox"/> Unknown	
Plate Number 976CDT		Plate Exp Year 2023		Plate State IN		Plate Number TK629OFM	
Plate Exp Year 2023		Plate State IN		Plate State IN		Plate Exp Year 2023	
Towed? YES		Towed Due to Disabling Damage? YES		<input type="checkbox"/> None		<input type="checkbox"/> None	
Towed Due to Disabling Damage? YES		Company Towed By THOMPSONS		City Towed To GOSHEN		Fire? NO	
Company Towed By THOMPSONS		City Towed To GOSHEN		Fire? NO		Company Towed By THOMPSONS	
City Towed To GOSHEN		Fire? NO		City Towed To GOSHEN		Fire? NO	
Vehicle Use PERSONAL (FARM, COMPANY)		Event Collision With ANOTHER MOTOR VEHICLE		Vehicle Use PERSONAL (FARM, COMPANY)		Event Collision With ANOTHER MOTOR VEHICLE, SEPARATION OF UNITS, OTHER POST/POLE OR SUPPORT	
Event Collision With ANOTHER MOTOR VEHICLE		Vehicle Use PERSONAL (FARM, COMPANY)		Event Collision With ANOTHER MOTOR VEHICLE, SEPARATION OF UNITS, OTHER POST/POLE OR SUPPORT		Vehicle Use PERSONAL (FARM, COMPANY)	
Event Collision With ANOTHER MOTOR VEHICLE, SEPARATION OF UNITS, OTHER POST/POLE OR SUPPORT		Vehicle Use PERSONAL (FARM, COMPANY)		Emergency Run? NO		Type of Roadway TWO LANES (TWO WAY)	
Emergency Run? NO		Type of Roadway TWO LANES (TWO WAY)		Roadway Character STRAIGHT/LEVEL		Roadway Character STRAIGHT/LEVEL	
Type of Roadway TWO LANES (TWO WAY)		Roadway Character STRAIGHT/LEVEL		Direction of Travel WEST		Pre-Crash Vehicle Action GOING STRAIGHT	
Direction of Travel WEST		Pre-Crash Vehicle Action GOING STRAIGHT		# of Axles 2		<input type="checkbox"/> Oversized	
# of Axles 2		<input type="checkbox"/> Oversized		Speed Limit 30		Traffic Control Devices STOP SIGN	
Speed Limit 30		Traffic Control Devices STOP SIGN		Devices Operational?		Devices Operational?	
Devices Operational?		Devices Operational?		Owner Information			
Devices Operational?		Devices Operational?		Vehicle Owner's Name WOOD, ASHLEY M		Address (Street/City, State Zip) 2110 MOREHOUSE AVE ELKHART, IN 46517-2443	
Vehicle Owner's Name WOOD, ASHLEY M		Address (Street/City, State Zip) 2110 MOREHOUSE AVE ELKHART, IN 46517-2443		Vehicle Owner's Name STEURY, MATHEW E		Address (Street/City, State Zip) 19879 EL DORADO DR GOSHEN, IN 46528	
Vehicle Owner's Name STEURY, MATHEW E		Address (Street/City, State Zip) 19879 EL DORADO DR GOSHEN, IN 46528		Commercial Vehicle Information			
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)		Carrier's Name		Address (Street, City, State, Zip)	
Carrier's Name		Address (Street, City, State, Zip)		Carrier's Name		Address (Street, City, State, Zip)	
Address (Street, City, State, Zip)		Address (Street, City, State, Zip)		US DOT Number		CMV Inspection	
US DOT Number		CMV Inspection		US DOT Number		CMV Inspection	
HAZMAT Placard		HAZMAT Proper Shipping Name		HAZMAT Release of Cargo		HAZMAT Placard	
HAZMAT Proper Shipping Name		HAZMAT Release of Cargo		HAZMAT Placard		HAZMAT Proper Shipping Name	
HAZMAT Release of Cargo		HAZMAT Placard		HAZMAT Proper Shipping Name		HAZMAT Release of Cargo	
Gross Vehicle Weight Rating		Hazmat 4-digit ID		Hazmat Class #		Cargo Body Type	
Gross Vehicle Weight Rating		Hazmat 4-digit ID		Hazmat Class #		Cargo Body Type	

State Id
DRAFT

Indiana Officer's Standard Crash Report

Hit and Run

Local Id
22GOS04708

Vehicles: 2 Commercial: 0 Injuries: 3 Fatalities: 0

Page 3 of 4

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GOSHEN PD, ORI 0200200

Non-Driver Injured	Injured Pre-crash Location Unit 1 - REAR LEFT	Name (Last, First MI) WHITE, HEXLEE	Address (Street, City, State, Zip) 16261 W US 6 WALKERTON, IN 46574	Gender MALE	Date of Birth 6/29/2022	Age 0	
	Injury Status REFUSED	Nature of Most Severe Injury NONE VISIBLE	Location of Most Severe Injury ENTIRE BODY	Taken for Immediate Medical Attention NO	EMS Number 0331		
	Safety Equipment Used CHILD RESTRAINT		Safety Equipment Effective? YES	Ejection/Trapped NOT EJECTED OR TRAPPED			
	Injured Pre-crash Location Unit 1 - REAR RIGHT	Name (Last, First MI) WOOD, CATER	Address (Street, City, State, Zip) 16261 W US 6 WALKERTON, IN 46574	Gender MALE	Date of Birth 11/19/2012	Age 10	
Injury Status REFUSED	Nature of Most Severe Injury COMPLAINT OF PAIN	Location of Most Severe Injury ENTIRE BODY	Taken for Immediate Medical Attention NO	EMS Number 0331			
Safety Equipment Used LAP BELT, SHOULDER BELT		Safety Equipment Effective? YES	Ejection/Trapped NOT EJECTED OR TRAPPED				

Trailers	Vehicle #	Trailer Owner's Name	Address (Street/City, State Zip)	Lic State	Lic Year	License Number	Year	Make

Property Damage	State Property	Description	Owner's Name and Address
	LOCAL	FIRE HYDRANT	CITY OF GOSHEN, 202 S 5TH ST GOSHEN IN 46528

Factors	Unit 1 :	NONE (VEHICLE),DISREGARD SIGNAL/REG SIGN,FAILURE TO YIELD RIGHT OF WAY,NONE (ENVIRONMENTAL)
	Unit 2 :	NONE (VEHICLE),NONE (DRIVER),NONE (ENVIRONMENTAL)

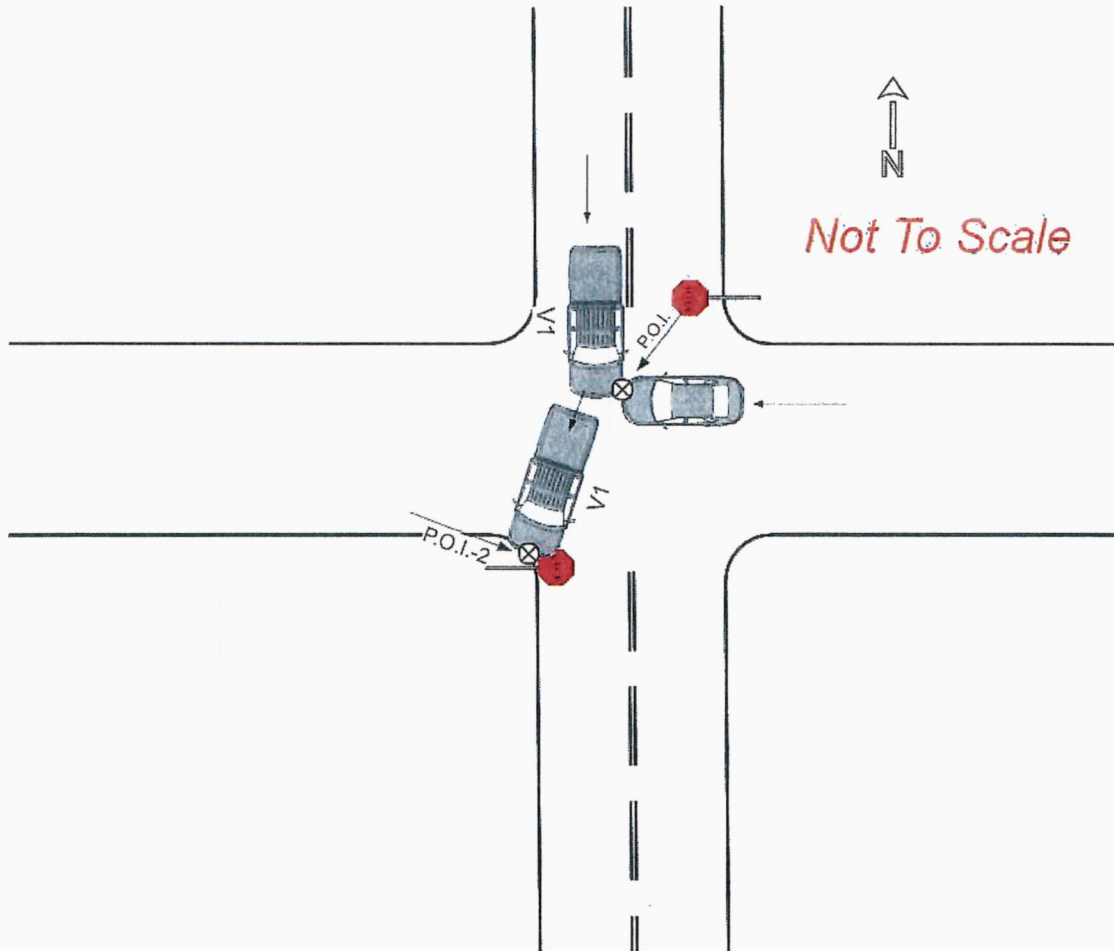
Indiana Officer's Standard Crash Report

Vehicles	Commercial	Injuries	Fatalities
2	0	3	0

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GOSHEN PD, ORI 0200200

Crash Diagram



End of Report