



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

Regular Meeting Agenda

**2:00 p.m., April 10, 2023**

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

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

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

### **Approval of Minutes: March 27, 2023**

### **Approval of Agenda**

- 1) Police Department:** Approve the hiring of Haylee L. Galloway as a reserve police officer, retroactive to March 27, 2023
- 2) Fire Department:** Approve the hiring of Joshua L. Hite as a probationary firefighter effective today, April 10, 2023
- 3) Fire Department:** Approve the hiring of Kevin A. Mann as a probationary firefighter effective today, April 10, 2023
- 4) Resident request:** Approval of the temporary placement of moving POD in the street in front of 1502-3 South 16th Street when moving in between May 8 and May 15, 2023 (Karl Birky)
- 5) Resident request:** Approval to connect an accessory structure to the primary structure's public sewer and water services (Nate Kauffman for Bruce & Julie Bergdall, 2610 Violet Road
- 6) Ten Thousand Villages request:** Reserve four parking spaces in the 200 block of South Main Street, May 9 from 12-5 p.m. and May 14 from 3-7 p.m.
- 7) Legal Department:** Approve agreement between the City, Oaklawn Psychiatric Center, Inc., Rest Haven, Inc., Horizons of Hope, Inc. and LaCasa of Goshen, Inc. for the connection to private water and sewer lines located on real property owned by Oaklawn
- 8) Legal Department:** Approve an agreement with I Fix Bricks for the completion of downtown brick and stone planter boxes at a total cost of \$23,100



**9) Legal Department:** Approve Resolution 2023-13, Authorizing the Special Purchase of Bar Screen Parts from Headworks International, Inc. at a cost of \$168,112.72

**10) Legal Department:** Approve agreement with the Abonmarche Consultants, Inc., in the amount of \$16,890, for professional surveying services associated with the South Well Field Boundary and Topographic Survey project

**11) Engineering Department:** Accept the 10' x 10' utility easement dedicated by Goshen College for a fire hydrant to be placed approximately 118-feet south of the centerline of College Avenue, and authorize the Mayor to sign the easement acceptance

**12) Engineering Department:** Authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to the Indiana Department of Transportation for the Waterford Mills Parkway Project

#### **Privilege of the Floor**

### **CITY OF GOSHEN STORMWATER BOARD**

#### **Regular Meeting Agenda**

**2:00 p.m., April 10, 2023**

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

**Members:** Mayor Stutsman, Mike Landis and Mary Nichols

**13)** Authorize Mayor Stutsman to sign the Indiana Department of Environmental Management stormwater annual report reflecting work the City Stormwater Department carried out in 2022

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**14) Board of Public Works & Safety public hearing:** Review of the Order of the City of Goshen Building Commissioner for 907 1/2 S. Main Street (Ron Davidhizar, property owner)

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

#### ***Adjournment***



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE MARCH 27, 2023 REGULAR MEETING**

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

**Present:** Mayor Jeremy Stutsman, Mary Nichols and Barb Swartley

**Absent:** Mike Landis

**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 20, 2023 Regular Meeting. Board member Mary Nichols moved to approve the minutes of the March 20, 2023 meeting as presented. The motion was seconded by Board member Barb Swartley. Motion passed 3-0.

**REVIEW/APPROVE AGENDA:** Mayor Stutsman presented the meeting agenda with added agenda item 15) *Engineering Department: Approval to close College Avenue near Horn Ditch Bridge, April 10 until July 14, 2023.* Board member Nichols moved to approve the agenda as suggested. Board member Swartley seconded the motion. Motion passed 3-0.

**1) Fire Department: Approve promotion of Jonathan M. Weishaupt to Fire Sergeant, effective April 2, 2023**  
Goshen Fire Department Chief Dan Sink told the Board that Jonathan M. Weishaupt has passed all of the required tests and standards for promotion to the rank of Fire Sergeant. He asked the Board to approve the promotion of Weishaupt to Sergeant for the Goshen Fire Department, effective, April 2, 2023.  
Nichols/Swartley moved to approve the promotion of Jonathan M. Weishaupt to the rank of Fire Sergeant for the Goshen Fire Department, effective April 2, 2023. Motion passed 3-0.  
After Board approval, Mayor Stutsman swore Jonathan M. Weishaupt into office as a Goshen Fire Sergeant.

**2) Fire Department: Approve promotion of Garrett T. Sheline to Fire Lieutenant, effective April 2, 2023**  
Goshen Fire Department Chief Dan Sink told the Board that Garrett T. Sheline has passed all of the required tests and standards for promotion to the rank of Fire Lieutenant. He asked the Board to approve the promotion of Sheline to Lieutenant for the Goshen Fire Department, effective, April 2, 2023.  
Nichols/Swartley moved to approve the promotion of Garrett T. Sheline to the rank of Fire Lieutenant for the Goshen Fire Department, effective April 2, 2023. Motion passed 3-0.  
After Board approval, Mayor Stutsman swore Garrett T. Sheline into office as a Goshen Fire Lieutenant.

**3) Fire Department: Approve retirement of Lieutenant Mike Bontrager, effective April 1, 2023**  
Goshen Fire Department Chief Dan Sink told the Board that after 27 years of dedicated service to the Goshen community, Lieutenant Mike Bontrager has submitted his letter of intent to retire, effective April 1, 2023. He asked that the Board affirm Bontrager's retirement.



**Chief Sink** added, "We have enjoyed our years of working together with Lieutenant Bontrager and we thank him for his many contributions to GFD. We would like to wish Mike and Jane the very best in their new endeavors."

**Mayor Stutsman** echoed **Chief Sink's** comments and said he appreciated **Lieutenant Bontrager's** service.

**Nichols/Swartley** moved to accept **Lieutenant Mike Bontrager's** retirement from the Goshen Fire Department, effective April 1, 2023. Motion passed 3-0.

**4) Police Department: Approve Conditional Offer of Employment to Seth D. Bayes as a probationary officer**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department,** recommended that the Board extend a conditional offer of employment to **Seth D. Bayes,** as well as approve the attached Conditional Offer of Employment Agreement, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement on behalf of the City and the Board.

**Marks** said the agreement sets forth the conditions that Bayes must meet prior to beginning employment with the Police Department as a probationary patrol officer, which includes being approved by the board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. The agreement also provides for payment of a hiring bonus. She said the Police Department will request that the Board confirm the offer of employment when a position opening becomes available.

In a memo to the Board, **Marks** wrote that the eligibility prerequisites set forth in collective bargaining agreement have been formally waived by the FOP. **Bayes** has completed the Tier I basic training requirements, has been employed with another Indiana law enforcement agency for at least one year within the last 24 months, and is a first-time employee of the Goshen Police Department.

**Nichols/Swartley** moved to extend a conditional offer of employment to **Seth D. Bayes** as a probationary patrol officer, approve the Conditional Offer of Employment Agreement with Bayes, which includes the payment of a hiring bonus, and authorize the Mayor, or the Deputy Mayor in the Mayor's absence, to execute the agreement. Motion passed 3-0.

**5) St. John the Evangelist Catholic Church request: Approval for permission to block part of 3rd Street, Monroe Street and the adjacent alley, from 2-6 p.m. on April 7, 2023, for a church procession**

**Jonathan Evangelista, a Pastoral Associate for St. John the Evangelist Catholic Church,** told the Board that the church is planning its annual Reenactment of the Lord's Passion (Viacrucis) on Good Friday, April 7, 2023. He said this event allows parishioners to come together for fellowship and witness the reenactment.

**Evangelista** said the Viacrucis will be held on the grounds of St. John (school parking lot), and will be processing through Third Street, Monroe Street, and the alley between the school and the church. In order to safely allow parishioners to enjoy the Viacrucis, he asked the Board's permission to block part of Third Street, Monroe Street, and the alley from 2-6 p.m. on April 7, 2023. There were no City staff responses to the church's request.

**Nichols/Swartley** moved to allow **St. John the Evangelist Catholic Church** to block part of Third Street, Monroe Street, and the adjacent alley from 2-6 p.m. on April 7, 2023. Motion passed 3-0.

**6) Legal Department: Agreement with Borntlager, Inc. for the City Hall re-roofing with a Duro-Last Membrane**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that attached for the Board's approval and authorization for Mayor Stutsman to execute was an agreement with Borntlager, Inc. of Goshen for the reroofing of City Hall with a Duro-Last Membrane. She said Borntlager, Inc. will be paid \$4,658 for this service.





**The agreement specifies that Borntreger Inc. will perform the following duties:**

- (A) Remove and dispose of existing roofing and debris;
- (B) Inspect existing decking for any water damage. Replacement of any damaged decking will be done at an additional cost of \$7.50 per square feet upon prior inspection and approval from City;
- (C) Install .50 white Duro-Tuff single-ply roofing over 2.6" (R-15) rigid Isocyanurate insulation board mechanically fastened to existing deck per manufacturer's specifications and details;
- (D) Install white Duro-Last flashing on adjoining wall; terminated 12" from deck;
- (E) Install Duro-Last pre-fabricated flashing on all roof penetrations as needed;
- (F) Install 4" 24-gauge prefinished Kynar coated metal fascia around exterior perimeter matching existing Terra Cotta tile roofing'
- (G) Install all necessary termination bar and accessories as needed;
- (H) Clean premises of all roofing scraps and debris created by this project.

**Nichols/Swartley moved to approve and authorize Mayor Stutsman to execute the agreement with Borntreger, Inc., for the reroofing of City Hall with a Duro-Last Membrane. Motion passed 3-0.**

**7) Legal Department: Award the contract to Automate LLC, as the lowest responsible and responsive offeror, for the installation, configuration and startup of programmable logic controllers for \$108,000**

**Brandy Toms, a paralegal with the City Legal Department,** told the Board that earlier in March the City received sealed quotes for the installation, configuration and startup of new programmable logic controllers (PLCs). The work will involve the upgrade of the existing Allen Bradley Control Logix PLCs on 15 control systems throughout the City Water Treatment and Sewer Department.

**Toms** said the following were the quotes received:

- Automate, Inc. of Elkhart – \$108,000.
- Donohue & Associates, Inc. of Fort Wayne – \$129,000.
- Kendall Electric, Inc. of Fort Wayne – \$117,627.31.

**Toms** recommended that the Board award the contract to Automate LLC as the lowest responsible and responsive offeror for the installation, configuration and startup of upgraded programmable logic controllers at a cost of \$108,000 and authorize Mayor Stutsman to execute the same.

**Nichols/Swartley moved to award the contract to Automate LLC as the lowest responsible and responsive offeror for the installation, configuration and startup of upgraded programmable logic controllers at a cost of \$108,000 and authorize Mayor Stutsman to execute the same. Motion passed 3-0.**

**8) Water & Sewer Business Office: Request to grant sewer relief to Adriana Salazar, 911 South 15th Street**

**Kelly Saenz, Manager of the Goshen City Utilities Office,** said attached to the meeting packet was a letter from Adriana Salazar of 911 South 15<sup>th</sup> Street, in Goshen requesting sewer relief from a water leak caused by broken water line within her home. Ms. Salazar also requested the late fee of \$59.46 be included in this relief.

In a memo to the Board, **Saenz** wrote that the leak occurred Dec, 26, 2022 to Jan. 7, 2023. The repair has since been made. She indicated that the Utility Office attempted to notify Ms. Salazar of her water leak on Dec. 29, 2022. Upon making contact with the customer, the City Water & Sewer office was able to determine the water did not flow into the sewer and therefore, would qualify for sewer relief.



**Saenz** said the total amount of credit to the customer for this leak is as follows: Dec. 15 to Jan. 15, total sewer billed was \$817.98; sewer average bill, \$ 24.75; and total amount of credit, \$793.23.

In response to a question from **Mayor Stutsman**, **Saenz** said staff has already granted Ms. Salazar \$500 of relief.

**Nichols/Swartley** moved to grant **Adriana Salazar's** request for additional sewer relief in the amount of \$293.23 plus a \$59.46 late fee for a total amount of \$352. 69. Motion passed 3-0.

**9) Engineering Department: Approve the closure of the pedestrian path and the northbound turn lane of Indiana Avenue, between Plymouth Avenue and the Indiana Avenue Apartments entrance, from March 29, 2023 until April 5, 2023, depending on the weather**

**City Director of Public Works & Utilities Dustin Sailor** said that on March 20, the Board granted Ancon Construction permission to close 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 until April 1.

**Sailor** said that after further review, the contractor was asking that the pedestrian path and turn lane closure be extended through April 5, 2023 in case there is a weather delay.

As previously indicated, 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.

**Nichols/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 to be weather dependent and extend the time frame from March 29 until April 5, 2023. Motion passed 3-0.

**10) Engineering Department: Consider four Traffic Commission signage recommendations**

**City Civil Traffic Engineer Josh Corwin** said that at its past two meetings, the City Traffic Commission gave positive recommendations to the Board of Works and Safety for the following items as outlined in a March 24 Engineering Department memorandum to the Board:

**1. Place full size "No Parking" signs near the intersection of Bridge Street and N 8th Street.** The Engineering Department has received a request from the Police Department to revisit the parking restrictions near the intersection of Bridge Street and N 8th Street. Drivers continue to disregard the "No Parking" signs and parking remains an issue in the area. It has been noted that the size of the signs may be too small to be noticed by some.

**2. Place a "No Outlet" sign on Park Meadows north of the intersection with Hay Parkway.** The Engineering Department has received a request for the placement of a "No Outlet" sign on Park Meadows north of the intersection with Hay Parkway as a result of numerous vehicles, such as large delivery trucks, attempting to access Plymouth via Park Meadows Drive and having to turn around in the cul-de-sac. The Engineering Department supported this request.

**3. Place additional stop signs to make the intersection of Park West Drive and Pringle Drive an all-way stop.** The Engineering Department has received a resident request to place speed limit signs at the entrances to the Park West subdivision at each end of Park West Drive, plus additional signs in the middle of the subdivision and along Pringle Drive. The resident also would like to make the intersection of Park West and Pringle an all-way stop. The resident feels the subdivision is being used as a "cut through" by non-residents of the subdivision and many of motorists are speeding in the process.



Staff opinion: As is usually noted with these requests, the placement of additional speed limit signs and unwarranted stop signs typically have little long-term impact on the corridor travel speed. Staff would support the placement of a limited number of speed limit signs. While the all-way stop would likely not have a significant impact on speeds, it would increase the travel time in the corridor and may deter non-resident drivers from attempting to use the subdivision as a “cut through.”

**4. Place two "No Outlet" signs on Braxton Court, one on each entrance leg to the cul-de-sac.** In October, the commission considered a request for the placement of “No Outlet” signs at the entrance to the cul-de-sacs in the Larimer Greens subdivision and the item was tabled at that time. Since that meeting, the Engineering Department has received additional calls and emails in support of the placement of the signs. It has also been confirmed since the previous meeting that there are two “No Outlet” signs currently at the east cul-de-sac, Bainbridge Place. Therefore, the request is clarified to only be for two new signs at the entrance to the Braxton Court cul-de-sac. Staff Opinion: Staff would support the placement of “No Outlet” signs at the cul-de-sac entrances.

**Nichols/Swartley moved to approve the four recommendations referenced in the Engineering Department memorandum dated March 24, 2023 regarding the placement of multiple signs. Motion passed 3-0.**

**11) Engineering Department: Approve the agreement with McCrite Milling & Construction Co., Inc. for the 2023 City Street Department Milling Package project in the amount of \$19,005**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that on March 9 and 12, 2023, the City received proposals for the above referenced project. Following are the results:

- McCrite Milling & Construction Co., Inc. - \$19,005.
- Specialties Company - \$25,159

**Sailor** said the Engineering Department was requesting that the Board award the contract to McCrite Milling & Construction Co., Inc. as the lowest responsive and responsible quoter.

**Nichols/Swartley moved to approve the agreement with McCrite Milling & Construction Co., Inc. for the 2023 Street Department Milling Package project in the amount of \$19,005. Motion passed 3-0.**

**12) Engineering Department: Approve and authorize the Board to execute the Agreement with Genesis Products, Inc. and Nuway Construction for the Completion of the Construction Project at 1778 Eisenhower Drive South**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the Stormwater Department was requesting the approval of an agreement for the Completion of Construction for 1778 Eisenhower Drive South. The building has passed its final building inspection and the project is substantially completed except for exterior stabilization work, planting all required landscaping at the site, installation of final layer of hard surface for the parking lot, removal of the old drive and installation of new drive. This work cannot be completed due to weather conditions.

**Sailor** said the property owner, Genesis Products, Inc., and the builder, Nuway Construction, agree to complete all listed work by June 15, 2023. The expected cost of work is \$242,663 and a surety in the form of a letter of credit for that amount has been remitted to the Clerk-Treasurer's Office.

**Nichols/Swartley moved to approve and authorize the Board to execute the Agreement with Genesis Products, Inc. and Nuway Construction for the Completion of the Construction Project at 1778 Eisenhower Drive South. Motion passed 3-0.**



**13) Engineering Department: Approve and authorize the Mayor to sign Change Order No. 4 for the Wilden Avenue Reconstruction project, increasing the contract amount by \$134,090, for a revised contract amount of \$7,112,620.83**

**City Civil Traffic Engineer Josh Corwin** told the Board that attached to the meeting packet was Change Order No. 4 for the contract with Rieth-Riley for the Wilden Avenue Reconstruction project. This change order is for additional costs expected for water main backfill material.

**Corwin** said that during the course of the project it was discovered that, due to an error in the project specifications, the costs for INDOT Structure Backfill, Type 1, were not incorporated into the cost for installing the water main. As the in-situ material is not expected to be suitable for use as backfill, Structure Backfill will be required for water main construction.

**Corwin** said Engineering staff and the City's project inspection consultant, DLZ, negotiated a reduced price for the water main backfill material. Change Order No. 4 increases the contract price by \$134,090.00 (1.93% of the original contract amount) making the current contract amount \$7,112,620.83. No time is being added as part of this change.

**Summary:**

|                                 |                       |
|---------------------------------|-----------------------|
| <b>Original contract amount</b> | <b>\$6,965,019.56</b> |
| Change Order No. 1              | \$ 1,221.51           |
| Change Order No. 2              | \$ 12,289.76          |
| Change Order No. 4              | \$ 134,090.00         |
| <b>Revised contract amount</b>  | <b>\$7,112,620.83</b> |

**Nichols/Swartley** moved to approve and authorize the mayor to sign Change Order No. 4, increasing the contract amount by \$134,090.00, for a revised contract amount of \$7,112,620.83. Motion passed 3-0.

**14) Engineering Department: Approve and authorize the Mayor to sign Change Order No. 5 for the Wilden Avenue Reconstruction project, increasing the contract amount by \$30,888, for a revised contract amount of \$7,143,508.83**

**City Civil Traffic Engineer Josh Corwin** told the Board that attached the meeting packet was Change Order No. 5 for the contract with Rieth-Riley for the Wilden Avenue Reconstruction project. This change order is for costs related to the addition of water service taps to the project. Corwin said according to the original project specifications, the City was responsible for making all water service taps to the new water main. However, Goshen Water Department crews typically do not install taps when on a new water main is under construction.

**Corwin** said Change Order No. 5 increases the contract price by \$30,888.00 (0.44% of the original contract amount) making the current contract amount \$7,143,508.83. No time is being added to the contract for this change.

**Summary:**

|                                 |                       |
|---------------------------------|-----------------------|
| <b>Original contract amount</b> | <b>\$6,965,019.56</b> |
| Change Order No. 1              | \$ 1,221.51           |
| Change Order No. 2              | \$ 12,289.76          |
| Change Order No. 4              | \$ 134,090.00         |
| Change Order No. 5              | \$ 30,888.00          |
| <b>Revised contract amount</b>  | <b>\$7,143,508.83</b> |

**Nichols/Swartley** moved to approve and authorize the mayor to sign Change Order No. 5, increasing the contract amount by \$30,888.00, for a revised contract amount of \$7,143,508.83. Motion passed 3-0.



**15) Engineering Department: Approve the closure of College Avenue, near Horn Ditch Bridge, from April 10 to July 14, 2023**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that Niblock Excavating has requested permission to close College Avenue on either side of Horn Ditch bridge (Bridge No. 410). The road will be closed from Monday, April 10 until Friday, July 14, 2023.

**Sailor** said the road will be open during the Elkhart County Fair. He said a short closure may be required after the Fair. Niblock Excavating requested this closure in order to complete planned utility relocations in preparation for the Elkhart County replacement of Bridge No. 410.

**Sailor** said a traffic control plan was attached to the memo submitted today to the Board. Sailor said the Engineering Department will be monitoring the closure. He added that Century Drive will be the primary access road for nearby businesses.

**Nichols/Swartley** moved to approve the closure of College Avenue near Horn Ditch Bridge, from April 10 until July 14, 2023. Motion passed 3-0.

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

**Mayor Stutsman** opened Privilege of the Floor at 2:23 p.m. There were no comments.

**Approval of Civil City and Utility Claims**

As all matters before the Board of Public Works & Safety were concluded, Mayor Stutsman/Board member Swartley moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 3-0.

**Adjournment**

**Mayor Stutsman** adjourned the Board of Works meeting at 2:24 p.m.

**EXHIBIT #1: Memorandum, dated March 27, 2023, which was prepared and circulated at the meeting by the Engineering Department for added agenda item 15) Engineering Department: Approve the closure of College Avenue, near Horn Ditch Bridge, from April 10 to July 14, 2023. Attached to the memorandum was a color map showing the closure and the detour route.**

**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**





**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis

Date: April 10<sup>th</sup>, 2023

From: Chief Jose' Miller

Reference: The hiring of Haylee L. Galloway as a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety **approve the hiring of Haylee L. Galloway for the position of Reserve Patrol Officer.** Haylee has successfully passed all stages of the application process for the Goshen Police Department to become a reserve officer. Haylee previously served Syracuse Police Department as a reserve police officer. She will make a great addition to the Goshen Police Department. I would like this hiring to be **retroactive to March 27<sup>th</sup>, 2023.**

Haylee Galloway will be present for the Board of Works Meeting.

A handwritten signature in black ink, appearing to be "J. Miller".

Jose' Miller #116  
Chief of Police  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



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

209 North Third Street • Goshen, IN 46526-3201

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

March 30, 2023

To: The Board of Works and Public Safety

RE: Hire Joshua L. Hite as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Joshua L. Hite** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety **hire Josh as a Probationary Firefighter for the Goshen Fire Department effective today, April 10, 2023.**

Thank you.



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

209 North Third Street • Goshen, IN 46526-3201

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

March 30, 2023

To: The Board of Works and Public Safety

RE: Hire Kevin A. Mann as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Kevin A. Mann** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety **hire Kevin as a Probationary Firefighter for the Goshen Fire Department effective today, April 10, 2023.**

Thank you.



**City Clerk-Treasurer  
CITY OF GOSHEN**

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

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

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

**To:** Board of Works & Safety  
**From:** Clerk-Treasurer Richard R. Aguirre  
**Date:** April 10, 2023  
**Subject:** Karl Birky request to place a 16-foot moving/storage container in front of 1502-3 South 16<sup>th</sup> Street, 1May 8-15, 2022

***The Clerk-Treasurer's Office received the following request:***

March 15, 2023  
3101 Juniper Drive, Newberg, OR 97132  
[karl.birky@yahoo.com](mailto:karl.birky@yahoo.com)  
503-550-7777(c)

Mr. Richard R. Aguirre, Clerk-Treasurer  
Goshen City Hall, 202 S 5th St. Suite 2  
Goshen, IN 46528-3714

**To:** Board of Works & Safety

**Subject:** Karl Birky's request to place PODs in the street in front of 1502-3 S 16th Street when moving in between May 8 and May 15, 2023

**Narrative:** Karl & Ginny Birky plan to relocate to their new home in Goshen using PODs containers to move their household belongings. They anticipate the two 16' x 8' x 8' containers (PODs) will arrive in Goshen sometime between May 8th and May 12th.

They plan to place 1 POD in the driveway of their home and are requesting permission to place the 2nd POD in the street in front of the home until it can be unloaded and the container can be picked up and returned to the company. They anticipate the 2nd POD being empty and ready for return by the 15th of May. Of course, they like the City, would like to move in and the containers returned to the shipping company as quickly as possible and will work toward that goal.

Mr. Birky asks that Craig Yoder serve as his representative at the board's meeting.

Suggested motion: Approve the request from Karl Birky to place a POD container in the driveway of their home at 1502-3 S 16th St and place a second POD in the street in front of the home from May 8th and May 15th consistent with City of Goshen policy and direction.

April 5, 2023

City of Goshen  
Board of Works and Safety and Stormwater Board  
202 S. 5<sup>th</sup> Street  
Goshen, IN 46528

Attention: Board of Works Members

**RE: Bruce & Julie Bergdall, 2610 Violet Rd. Goshen, IN 46526  
REQUEST FOR SUBORDINATE SEWER TAP & WATER TAP IN  
ACCORDANCE WITH SEWER ORDINANCE 4333 SECTION 3.03(M) &  
WATER ORDINANCE 4290 SECTION 1(F) & 1(H)(1)**

Dear Board Members:

As the property owners of 2610 Violet Road, we are looking to install a second structure on the noted property. The structure will be used for a garage and hobby wood working shop. With this use, a sewer and water connection from the primary structure is proposed for a utility sink.

We understand City Ordinance 4333, Section 3.03(M) and Ordinance 4290, section 1(F) covers the requirements associated with the utility connection to a subordinate structure, and as a utility customer I and my successors agree to comply with the current and future water and sewer ordinances. **We are requesting the Board's permission to connect our accessory structure to the primary structure's public sewer and water services.**

As a condition of approval, we understand that all of our structures served with public water and sewer utilities will be required to make separate connections to the public utilities should either structure be parceled from the other.

The sewer line will exit footer shallower than 36" to grade because the existing sewer line is not to code.

I will be present at the board meeting to answer questions.

Sincerely,

Bruce & Julie Bergdall  
[julie@reddoorhomedesign.com](mailto:julie@reddoorhomedesign.com)  
574-238-4657



**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:** April 10, 2023  
**Subject:** Request to reserve parking spaces on Main Street

***On March 30, 2023, the Clerk-Treasurer's Office received the following request:***

Hello! My name is **Emma Eitzen** and I am the store manager of **Ten Thousand Villages**. I would like to block 4 parking spots in front of my store for two separate days for a time period.

We are wondering if we can **block off 4 parking spots in front of our store on May 9th from 12pm-5pm and May 14th 3pm-7pm** as well. We have a van coming in with a heavy load of product that needs to come in the front of our store instead of the back for an event. And we will need the spots again to reload the product.

Please see picture attached for requested parking spaces. Essentially the space where the white car is and then the three to the left of it.

Please let me know if you have any questions.

Thanks!

**Emma Eitzen**

Store Manager

574-533-8491

[goshen@tenthousandvillages.com](mailto:goshen@tenthousandvillages.com)

[tenthousandvillages.com/goshen](http://tenthousandvillages.com/goshen)

Ten Thousand Villages in Goshen

206 South Main Street

Goshen, IN 46526

Hours: Tuesday - Saturday, 10am-5pm, and by appointment





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## CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Subject:** Agreement for Connection to Private Water and Sewer Lines  
**Date:** April 10, 2023

Attached for the Board's approval and authorization for Mayor Stutsman to execute is an agreement between the City, Oaklawn Psychiatric Center, Inc., Rest Haven, Inc., Horizons of Hope, Inc. and LaCasa of Goshen, Inc. for connection to private water and sewer lines located on real property owned by Oaklawn. City Ordinance 4290 and Ordinance 4333 require that each building connected to the City's water and sewer system connect directly to a public water and sewer main, unless otherwise approved in writing by the Board of Public Works and Safety. Here, buildings in which Oaklawn, Rest Haven, and Horizons operate are connected to the City's water and sewer system through a private water and sewer line, and Horizons and LaCasa contemplate constructing additional buildings that would potentially connect to the private water and sewer line on the Oaklawn campus. The use of the Rest Haven Buildings, the Horizons Buildings, and the planned use of the LaCasa Buildings are subordinate to and serve Oaklawn's use of the Oaklawn campus, and otherwise comply with City Ordinances. The parties bring the agreement to the Board for approval of the connections of the subject buildings to the City's water and sewer system through the private water and sewer lines located on the Oaklawn campus.

### **Suggested Motion:**

Approve the Agreement between the City of Goshen, Oaklawn Psychiatric Center, Inc., Rest Haven, Inc., Horizons of Hope, Inc. and LaCasa of Goshen, Inc. for Connection to Private Water and Sewer Lines, and authorize Mayor Stutsman to execute the agreement.

## AGREEMENT

### **Between the City of Goshen, Oaklawn Psychiatric Center, Inc., Rest Haven, Inc., Horizons of Hope, Inc. and LaCasa of Goshen, Inc. for Connection to Private Water and Sewer Lines**

THIS AGREEMENT is entered into on April \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between Oaklawn Psychiatric Center, Inc. (“Oaklawn”), whose mailing address is 330 Lakeview Drive, Goshen, Indiana 46528; Rest Haven, Inc., (“Rest Haven”), whose mailing address is 225 Lakeview Drive, Goshen, Indiana 46528; LaCasa of Goshen, Inc. (“LaCasa”), whose mailing address is 202 N. Cottage Avenue, Goshen, Indiana 46528; Horizons of Hope, Inc. (“Horizons”), whose mailing address is \_\_\_\_\_; and the City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”). Oaklawn, Rest Haven, Horizons, LaCasa, and the City may be referred to herein individually as a “Party” or collectively as the “Parties.”

WHEREAS, Oaklawn owns certain real property generally located at 225 and 330 Lakeview Drive, Goshen, Indiana, more particularly described as follows:

A PART OF THE NORTH ONE-HALF (N-1/2) OF SECTION FOUR (4), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE SIX (6) EAST, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A STONE IN THE CENTER OF SECTION FOUR (4), TOWNSHIP THIRTY-SIX (36) NORTH, RANGE SIX (6) EAST; THENCE WEST TWELVE HUNDRED SEVENTY-SEVEN (1277) FEET; THENCE NORTH ELEVEN HUNDRED FOUR (1104) FEET, THENCE EAST THIRTY-ONE HUNDRED EIGHTEEN (3118) FEET; THENCE SOUTHERLY NINE HUNDRED THIRTY-NINE (939) FEET; THENCE WEST SIXTEEN (16) RODS; THENCE SOUTH TEN (10) RODS; THENCE WEST FIFTEEN HUNDRED NINETY-TWO (1592) FEET TO THE PLACE OF BEGINNING.

THE ABOVE TRACT IS MORE CORRECTLY DESCRIBED AS FOLLOWS: PART OF THE NORTH HALF (N-1/2) OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 6 EAST, SITUATE IN ELKHART TOWNSHIP, ELKHART COUNTY, STATE OF INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON STAKE MARKING THE SOUTHWEST CORNER OF THE EAST HALF (E-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 4: THENCE NORTHWARDLY ALONG THE WEST LINE OF THE EAST HALF (E-1/2) OF THE NORTHWEST QUARTER (NW-1/4) OF SAID SECTION 4 A DISTANCE OF 1101.21 FEET TO AN IRON STAKE AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN A DEED TO KERMIT D. ROTH, ET AL., (DEED RECORD 399, PAGE 185); THENCE EASTWARDLY WITH A DEFLECTION ANGLE OF 89°-56'-30" TO THE RIGHT AND ALONG THE SOUTH LINE OF SAID KERMIT D. ROTH, ET AL., LAND A DISTANCE OF 3120.78 FEET TO THE CENTERLINE OF INDIANA STATE ROAD 15; THENCE SOUTHWARDLY WITH AN INTERIOR ANGLE OF 90°-42'-30" AND ALONG THE CENTERLINE OF SAID STATE ROAD 15 A DISTANCE OF 935.11 FEET TO A POINT THAT IS 165 FEET NORTH OF THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 4; THENCE WESTWARDLY WITH AN INTERIOR ANGLE OF 89°-19' AND PARALLEL WITH THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 4 A DISTANCE OF 264 FEET TO AN IRON STAKE; THENCE SOUTHWARDLY WITH A DEFLECTION ANGLE OF 90°-41' TO THE LEFT AND PARALLEL WITH THE CENTERLINE OF SAID STATE ROAD 15 A DISTANCE OF 165 FEET TO AN IRON STAKE ON THE SOUTHLINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 4; THENCE WESTWARDLY WITH AN INTERIOR ANGLE OF 89 A-19' AND ALONG THE SOUTH LINE OF THE NORTH HALF (N-1/2) OF SAID SECTION 4 A DISTANCE OF 2871.55 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION.

CONTAINING 78.04 ACRES OF LAND.

SUBJECT TO ALL LEGAL HIGHWAYS.

("Oaklawn Real Property");

WHEREAS, Oaklawn constructed on the Oaklawn Real Property private water and sewer lines extending from public water and sewer mains located in the public right-of-way generally in the southeast corner of the Oaklawn Real Property to buildings owned and operated by Oaklawn on the western portion of the Oaklawn Real Property and to the Lakeview Group Care Home located at 209 Lakeview Drive on the Oaklawn Real Property (such buildings hereinafter referred to collectively as "Oaklawn Buildings"), which private water and sewer lines serving the Oaklawn Buildings are depicted in blue and green on Exhibit A attached hereto and made a part hereof;

WHEREAS, Rest Haven constructed and now occupies certain buildings on the Oaklawn Real Property that Oaklawn allowed to connect to its private water and sewer lines (collectively, the “Rest Haven Buildings”), which Rest Haven Buildings are depicted on Exhibit A;

WHEREAS, Horizons constructed and now occupies certain buildings on the Oaklawn Real Property that Oaklawn allowed to connect to its private water and sewer lines, and Horizons seeks to construct an addition to its building on the Oaklawn Real Property (with the existing Horizons buildings and the proposed addition collectively referred to as the “Horizons Buildings”), which Horizons Buildings are depicted on Exhibit A;

WHEREAS, LaCasa seeks to construct six (6), eight (8)-unit buildings for permanent supportive housing on the eastern portion of the Oaklawn Real Property (“LaCasa Buildings”) and seeks to connect such buildings to Oaklawn’s private water and sewer lines, with the location of the LaCasa construction on the Oaklawn Real Property depicted on Exhibit A;

WHEREAS Oaklawn intends to retain ownership of the Oaklawn Real Property after the construction of the Horizons building addition and the LaCasa Buildings;

WHEREAS, City Ordinance 4290 and Ordinance 4333 require that each building connected to the City’s water and sewer system connect directly to a public water and sewer main, unless otherwise approved in writing by the Board of Public Works and Safety;

WHEREAS, the use of the Rest Haven Buildings, the Horizons Buildings, and the planned use of the LaCasa Buildings are subordinate to and serve Oaklawn’s use of the Oaklawn campus; and

WHEREAS, Oaklawn, Rest Haven, Horizons, and LaCasa seek approval of the connection by Rest Haven, Horizons, and LaCasa to the Oaklawn private water and sewer lines located on the Oaklawn Real Property, and the Board of Public Works and Safety seeks to memorialize such approval.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Integration.** The representations found in the recitals above are hereby integrated into and become a part of this Agreement among the Parties as if affirmatively stated in this paragraph.

2. **Connection.**

a. The City hereby approves the connection of the Rest Haven Buildings, the Horizon of Hope Buildings (including its proposed building addition), and the LaCasa Buildings to the Oaklawn private water and sewer lines currently located on the Oaklawn Real Property.

b. If the Oaklawn Real Property is ever divided such that the Rest Haven Buildings, Horizons Buildings, and/or LaCasa Buildings are located on a separate zoning lot and not owned by Oaklawn, or its successor in interest, as part of the Oaklawn Real

Property, then the Rest Haven Buildings, Horizons Buildings, and/or the LaCasa Buildings, as the case may be, must connect directly to the City's public water and sewer main at the cost of the new property owner where such buildings are located. The requirement to connect the Rest Haven Buildings, Horizons Buildings, and/or LaCasa Buildings directly to the City's public water and sewer main does not apply in the event Oaklawn conveys the entire Oaklawn Real Property to a third party. If Rest Haven, Horizons, or LaCasa are required to connect directly to the City's public water and sewer main as provided herein, such Party would no longer be permitted to use the private water and sewer lines on the Oaklawn Real Property as provided herein once such direct connection is made. The Parties hereto agree to cooperate on a reasonable timeline for such Party to connect directly to the City's public water and sewer main at such Party's expense.

c. Rest Haven, Horizons and LaCasa must comply with all City processes, procedures, and standards, or other applicable standards, relative to the construction of each water and sanitary sewer facility and all connections to Oaklawn's private water and sewer lines.

3. **Billing.** The Parties to this Agreement agree that the City may require billing of water and sewer services provided to the Rest Haven Buildings, the Horizons Buildings, and to the LaCasa Buildings separate from Oaklawn. The Parties to this Agreement further agree that City may enter the Oaklawn Real Property to shut off water service to the Rest Haven Buildings pursuant to City ordinances if billings for service to such buildings are not paid, the Horizons Buildings if billings for service to such buildings are not paid, or to the LaCasa Buildings if billings for service to such buildings are not paid. The City agrees that shutting off water service to a non-paying Party as provided herein will not interfere with or disrupt such services to the other Parties to this Agreement.

4. **Maintenance of Water and Sewer Lines.** Oaklawn, Rest Haven, Horizons, and LaCasa agree that they shall remain responsible for all maintenance and repairs of water and sewer lines that have not been dedicated to and accepted by the City, located on the Oaklawn Real Property. Oaklawn, Rest Haven, Horizons, and LaCasa agree to enter into a separate maintenance agreement for such shared water and sewer lines located on the Oaklawn Real Property, which maintenance agreement will be duly recorded with the Elkhart County Recorder's Office. Oaklawn, Rest Haven, Horizons, and LaCasa remain responsible to provide location services for their private water and sewer lines during any construction activities on the Oaklawn Real Property. During any construction on the Oaklawn Real Property involving water and sewer lines exterior to buildings, the contractor performing such work must contact the City for inspection of such work to ensure water quality is maintained, excess groundwater does not enter the sewer collection system, and service is not otherwise diminished.

5. **Application.** This Agreement, and the provisions, covenants, terms, and conditions contained herein, shall run with the land and shall be binding upon, and inure to the benefit of the Parties each Party's representatives, successors, assignees, heirs, and lessees.



6. **Effective Date.** The Agreement shall become effective on the day of execution and approval by all Parties and shall remain in effect until all obligations are fully performed.

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

8. **Notice.** Any notice required or desired to be given under this Agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by certified mail postage prepaid, return receipt requested, to Oaklawn, Rest Haven, Horizons, or LaCasa at the address described in the opening paragraph of this Agreement, or to the City at the following address:

City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Notice will be considered delivered upon personal delivery (with acknowledgment of receipt by the receiving Party), or three (3) days after the notice is deposited in the US mail as provided in this paragraph. Any Party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

9. **Miscellaneous.** Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees. The Agreement may not be modified in any respect, in whole or in part, except with the written consent of all Parties. Each provision of this Agreement and the application thereof to the Parties are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement. In the event the validity or enforceability of any provision of this Agreement is held to be dependent upon the existence of a specific legal description, the Parties agree to promptly cause such legal description to be prepared. The word "or" shall not be exclusive. Any use of the word "shall" has a mandatory meaning. Use of the phrase "and/or" means any one, or all, of the stated options.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes all other agreements or understandings between City, Oaklawn, Rest Haven, Horizons, and LaCasa with respect to the subject matter of this Agreement.

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

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

[Signature pages follow]

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

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

Date Signed: April \_\_\_\_\_, 2023

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public in and for said County and State, personally appeared Jeremy P. Stutsman as Mayor of the City of Goshen, Indiana, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**Oaklawn Psychiatric Center, Inc.**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date Signed: April \_\_\_\_\_, 2023

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Oaklawn Psychiatric Center, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

**Rest Haven, Inc.**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date Signed: April \_\_\_\_\_, 2023

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Rest Haven, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_.

**Horizons of Hope, Inc.**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date Signed: April \_\_\_\_\_, 2023

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Horizons of Hope, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_.



**LaCasa of Goshen, Inc.**

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Date Signed: April \_\_\_\_\_, 2023

STATE OF INDIANA            )  
  ) SS:  
COUNTY OF ELKHART        )

Before me, the undersigned Notary Public in and for said County and State, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of LaCasa of Goshen, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person’s voluntary act for the purpose stated therein.

Witness my hand and Notarial Seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

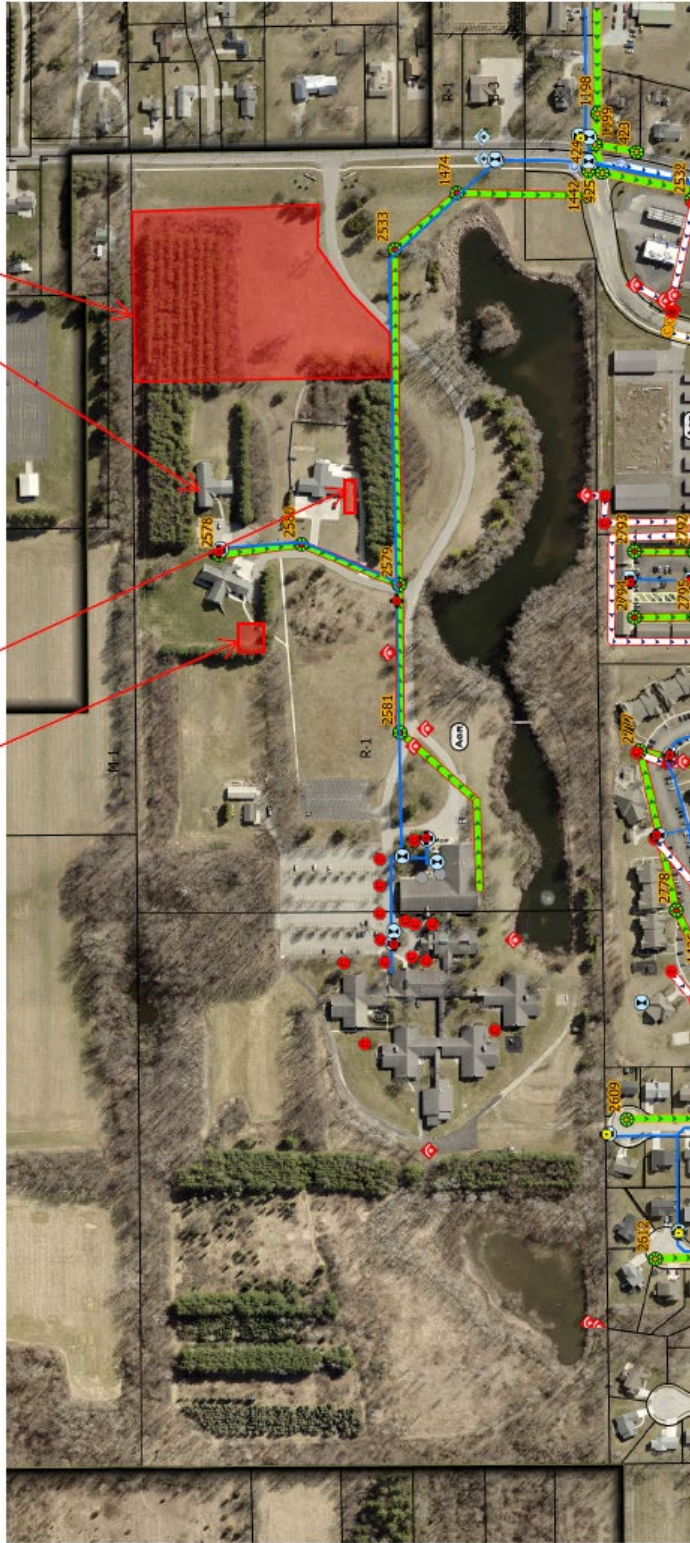
\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_.

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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 (Bodie J. Stegelmann).

Exhibit A

- 2023, Horizon of Hope Building Addition, 215 Lake View Drive
- 2022, Rest Haven Office Building Construction, 225 Lakeview Drive
- 2007, Group Care Home - 209 Lake View Drive
- 2024 - 2027, LaCasa Construction





**CITY OF GOSHEN LEGAL DEPARTMENT**

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[www.goshenindiana.org](http://www.goshenindiana.org)

April 10, 2023

**To:** Board of Public Works and Safety

**From:** Brandy L. Toms

**Subject:** Agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes.

Attached for the Board's approval and to authorize Mayor Stutsman to execute is an agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes. I Fix Bricks will be paid \$3850 for each planter for a total cost of \$23,100 for the completion of all six (6) planters.

**Suggested Motion:**

Approve and authorize Mayor Stutsman to execute the agreement with I Fix Bricks for the completion for the downtown brick and stone planter boxes at a total cost of \$23,100 for the completion of the planter boxes for Downtown Goshen.

# AGREEMENT

## With I Fix Bricks for the Downtown Brick and Stone Planter Boxes

THIS AGREEMENT is entered into on \_\_\_\_\_, 2023, which is the last signature date set forth below, by and between **I Fix Bricks** (“Contractor”), whose mailing address is PO Box 351, North Webster, Indiana , and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

### **Section 1. Contractor Duties**

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to lay brick and stone around six (6) planter boxes in downtown Goshen (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) Lay brick around six (6) cement planter boxes, 8’ L x 4’ W x 32” H, located downtown Goshen in the general area on Main Street between Jefferson Street and Clinton Street.
- (B) Concrete blocks, red brick and stone will be the materials used to complete the planter boxes.

### **Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall commence the Duties as soon as practical after receiving a notice to proceed from City.
- (D) Contractor shall complete all Duties by May 15, 2023.

### **Section 3. Compensation**

- (A) City agrees to compensate Contractor \$3850 for each planter for a total sum of \$23,100 to perform all Duties to complete six (6) planters.

#### **Section 4. Payment**

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen  
c/o Goshen Economic Improvement District  
City Hall  
202 S 5<sup>th</sup> Street  
Goshen, IN 46528

- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Ownership of Documents**

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

#### **Section 6. Licensing/Certification Standards**

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the work performed by Contractor pursuant to this agreement.

#### **Section 7. Warranty**

Contractor shall warrant all workmanship and labor for a period of one (1) year from the date of completion of Duties.

#### **Section 8. Independent Contractor**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors.

- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

### **Section 9. Non-Discrimination**

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

### **Section 10. Employment Eligibility Verification**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 11. Contracting with Relatives**

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

### **Section 12. No Investment Activities in Iran**

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

### **Section 13. Indemnification**

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of work under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

### **Section 14. Insurance**

- (A) Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
  - (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

### **Section 15. Force Majeure**

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform

has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 16. Default**

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 17. Termination**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work completed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.



**Section 18. Notice**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: I Fix Bricks  
PO Box 351  
North Webster, IN 46555

**Section 19. Subcontracting or Assignment**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 20. Amendments**

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

**Section 21. Waiver of Rights**

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

**Section 22. Applicable Laws**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the work. Failure to do so may be deemed a material breach of agreement.

**Section 23. Miscellaneous**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 24. Severability**

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

**Section 25. Binding Effect**

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

**Section 26. Entire Agreement**

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

**Section 27. Authority to Execute**

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

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

**City of Goshen, Indiana**

**I Fix Bricks**

Goshen Board of Public Works and Safety

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

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

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

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

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





## CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

**To:** Board of Public Works and Safety  
**From:** Brandy L. Toms  
**Subject:** Resolution 2023-13 – Authorizing the Special Purchase of Bar Screen Parts from Headworks International, Inc.  
**Date:** April 10, 2023

Attached for the Board's approval is Resolution 2023-13 Authorizing the Special Purchase of Bar Screen Parts from Headworks International, Inc. I.C. 5-22-10-8 allows the City to make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase, and only one source meets the City's reasonable requirements.

Headworks International, Inc. is the only company that designs and manufactures the parts needed to repair the bar screens. The repairs can be made by the Wastewater Treatment Department staff. The parts needed to repair the two (2) bar screens will cost a total sum One Hundred Sixty-Eight Thousand One Hundred Twelve Dollars and Seventy-Two Cents (\$168,112.72).

**Suggested Motion:**

Move to pass and adopt Resolution 2023-13 Authorizing the Special Purchase of Bar Screen Parts from Headworks International, Inc. at a cost of One Hundred Sixty-Eight Thousand One Hundred Twelve Dollars and Seventy-Two Cents (\$168,112.72).

**BOARD OF PUBLIC WORKS & SAFETY**

**RESOLUTION 2023-13**

**Authorizing the Purchase of Bar Screen Parts from Headworks International, Inc**

WHEREAS, the City contracted with Headworks International, Inc. to inspect two (2) bar screens at the Goshen Wastewater Treatment Plant as part of its preventative maintenance program.

WHEREAS, the inspection of the two (2) bar screens at Goshen Waste Water Treatment Plant took place February 14, 2023.

WHEREAS, the report that resulted from the February 14, 2023 inspection revealed that the two (2) bar screens need repaired and new parts need to be installed.

WHEREAS, Headworks International, Inc. is the only company that designs, manufactures and repairs the bar screens and it parts.

WHEREAS, the cost of parts to make the needed repairs to the two (2) bar screens totals \$168,112.72 and the will be installed by Goshen Wastewater.

WHEREAS Indiana Code § 5-22-10-8 allows the City to make a special purchase when the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase, and only one source meets the City Department's reasonable requirements.

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

(1) The two (2) bar screens replacement parts required by the Goshen Wastewater Treatment Plant can only be purchased through Headworks International, Inc, and, therefore, are eligible for special purchase under I.C. 5-22-10-8.

(2) The City of Goshen, through its Wastewater Treatment Superintendent, under the authorization of Mayor Stutsman, is authorized to make a special purchase pursuant to Indiana Code § 5-22-10-8 of parts needed to repair two (2) bar screens at a cost of \$168,112.72 from Headworks International, Inc, the only source for the parts. A copy of the itemized quote for parts needed and costs for each is attached to this resolution.

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

PASSED by the Goshen Board of Public Works and Safety on April 10, 2023.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member

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Barb Swartley, Member



Project Name: Goshen  
 State/Country: IN/USA  
 Quote Date: 3/20/2023

### Quote #C-2023-00152

Dear Mr.Charlie Riggs,

Thank you for the opportunity to quote your Bar Screen replacement parts. We are pleased to submit the following quotation for your consideration

| Item # | Qty | UoM  | Item Description               | Unit Price   | Extended Price      |
|--------|-----|------|--------------------------------|--------------|---------------------|
| 1      | 1   | set  | Channel Side Seals             | \$ 3,434.64  | \$ 3,434.64         |
| 2      | 2   | Each | Lower Sprockets 304ss          | \$ 2,601.35  | \$ 5,202.70         |
| 3      | 2   | Each | Lower Stub Shafts 304ss        | \$ 3,614.16  | \$ 7,228.32         |
| 4      | 12  | Each | Rake Blade                     | \$ 1,808.40  | \$ 21,700.80        |
| 5      | 18  | Each | 13-Link Strand Chain 125mm 304 | \$ 1,549.68  | \$ 27,894.24        |
| 6      | 6   | Each | 11-Link Strand Chain 125mm 304 | \$ 789.08    | \$ 4,734.48         |
| 7      | 48  | Each | Master Links                   | \$ 75.95     | \$ 3,645.73         |
| 8      | 1   | Each | Scraper Assembly               | \$ 6,623.76  | \$ 6,623.76         |
| 9      | 2   | Each | Spring Assembly 125mm          | \$ 844.80    | \$ 1,689.60         |
| 10     | 1   | Lot  | Estimated Shipping & Handling  | \$ 1,902.09  | \$ 1,902.09         |
|        |     |      |                                | <b>Total</b> | <b>\$ 84,056.36</b> |

Should you have any questions regarding the pricing and scope listed in this document, please do not hesitate to contact me.

Best Regards

Tariq Siddiq  
 Manager Aftermarket Sales  
 713-647-6667 (Ext-1526)  
[TSiddiq@headworksintl.com](mailto:TSiddiq@headworksintl.com)



Headworks Inc. is a nationally certified  
 WBENC Women's Business Enterprise



## GENERAL TERMS AND CONDITIONS

### Applicable Terms

These terms govern the purchase and sale of the equipment and related services. If any (collectively, "Equipment") referred to in Seller's quotation, proposal or acknowledgement, as the case may be (Seller's "Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms documents.

### Payment Terms

Net 30 Days for order greater than \$1,000. For all orders totaling less than \$1,000 we will only accept credit card before processing the purchase order. The credit card from will be attached to the quote in that case.

### Validity of Quotation:

30 days from date of quote.

### Stainless Steel Price Increases:

All Orders accepted, are subject to the following terms:

Headworks® Inc. reserves the right to adjust the price of the parts quoted based on increases in the price of stainless steel. This increase would be based on stainless steel price increases (including surcharges) as published monthly in the U.S. with the base price being that price (including surcharges, if any) published on the date of this offer. Such price increase only affects the cost of the stainless steel material portion of the affected equipment.

### Force Majeure

"Force Majeure" shall mean any act or event which is outside the reasonable control of a party including, without prejudice to the foregoing generality, Acts of God, epidemics, tidal waves, explosions, lightning, earthquakes, hurricanes, wars (whether declared or not), riots, strikes and industrial actions (other than among the employees of party seeking to rely on such event, or its subcontractor), civil and military disturbances and unrest, acts of the public enemy, action or inaction of the government or governmental authorities or of representatives thereof. If Headworks is prevented from or delayed in performing its obligations as a result of Force Majeure, such prevention or delay shall not be considered a breach of the Agreement, but shall for the duration of such event relieve Headworks of its respective obligations thereunder. Should the Force Majeure suspension period last for more than one (1) month, Headworks may terminate this quote or agreement.

### Lead Time

Parts will be shipped 8-12 weeks after receipt of purchase order.

### Freight Terms

Shipping and handling are listed in the quote but may be subject to change. Freight carrier will be determined based on quantity and type of parts provided.

### Taxes

Federal, state and local taxes, if any, are not included in the above prices. All applicable taxes are for the purchaser's account. If purchaser is tax exempt a copy of the tax exempt must be provided with the purchase order.

### Patent Protection

Various Headworks equipment / parts contains proprietary information covered by a number of patents and patents pending in the USA and in many international countries. For a full list of the approved patents, please contact Headworks® Inc. legal department in Houston, Texas.

### Limitation of Liability

In no event shall Seller be liable for anticipated profits or for incidental or consequential damages. Seller's liability on any claim of any kind for any loss or damage arising out of or in connection with or resulting from this contract or from the performance or breach thereof shall in no case exceed the price allocable to the goods or services which gives rise to the claim. Seller shall not be liable for penalties of any description. Any action resulting from any breach on the part of Seller as to the goods or services delivered hereunder must be commenced within one (1) year after the cause of action has accrued.





### **Presence of High Grit Levels, Stones and Rocks**

The presence of high levels of Grit, Stones and/or Rocks that can impair the normal operation of Headworks' products / parts, develop premature wear and/or cause damage to it's products / parts is not covered under the Headworks Inc. Standard Warranties unless strictly expressed in writing.

### **Termination**

Buyer may at any time terminate this order or any part hereof for its sole convenience. In the event of such termination, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Seller shall be paid a reasonable termination charge consisting of a percentage of the order price reflecting the percentage of the work performed prior to the notice of termination, including without limitations any and all engineering work completed in submittal preparation, plus actual direct costs resulting from termination. Seller shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by the Seller's suppliers or subcontractors which Seller could reasonably have avoided. Buyer will make no payments for finished work, work in process, or raw material fabricated or procured by the Seller in excess of any order or release.

### **Warranty**

The seller warrants all equipment / parts of its own manufacture to be free of defects caused by faulty material or workmanship for a period of twelve (12) months from date of local delivery. Headworks® will replace or repair any part or parts which upon examination shall show to have failed under normal use and service by the original user within the warranty period. In the event that defects develop during the warranty period, under normal and proper use, Headworks is to be notified promptly and with their consent the products are to be returned to Headworks® F.O.B. Headworks® factory. In the case of components purchased by Headworks® and incorporated into the equipment, such as Electrical Controls, Instrumentation and related items, Headworks® warranty is limited to the individual manufacturer's warranty for that component, usually one year. This warranty does not apply to items that require repair or replacement due to normal wear and tear.

HEADWORKS DOES NOT WARRANT EQUIPMENT OR PARTS WHICH HAVE BEEN ALTERED OR REPAIRED OTHER THAN BY A REPRESENTATIVE OF HEADWORKS, OR DAMAGED BY IMPROPER INSTALLATION, APPLICATION, EROSION OR CORROSION OF ANY SORT, OR SUBJECTED TO MISUSE, ABUSE, NEGLIGENCE OR ACCIDENT. ANY WARRANTY PREVIOUSLY ISSUED ON ITS EQUIPMENT OR ISSUED ON THE PARTS AND COMPONENTS SOLD UNDER THIS QUOTE IS AUTOMATICALLY VOID AS TO THE OPERATION OF THE EQUIPMENT OR PARTS ONCE THE EQUIPMENT HAS BEEN ALTERED BY THIRD PARTIES UNLESS AGREED TO IN WRITING BY HEADWORKS. TO THE EXTENT ANY WARRANTY APPLIES, THIS WARRANTY, INCLUDING THE STATED REMEDIES, IS EXPRESSLY MADE BY HEADWORKS AND ACCEPTED BY PURCHASER IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY. HEADWORKS® NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITIES WITH RESPECT TO ITS EQUIPMENT. HEADWORKS® SHALL NOT BE LIABLE FOR NORMAL WEAR AND TEAR, NOR FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE DUE TO INOPERABILITY OF ITS EQUIPMENT FOR ANY REASON NOR ANY CLAIM THAT ITS EQUIPMENT WAS NEGLIGENTLY DESIGNED OR MANUFACTURED.

### **Dispute Clause**

Any claim, dispute or other matter in question between Supplier and Owner, arising out of or relating to either's obligations to the other under this Contract, shall, if possible, be resolved by negotiation between Supplier's and Owner's designated representatives for the applicable Purchase Order. Supplier and Owner each commit to seeking resolution of such matters in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work. If a matter cannot be resolved by the parties' designated representatives for the applicable Purchase Order, no later than thirty (30) days after the designated representatives fail to reach agreement, representatives from executive management of Supplier and Owner shall attempt to resolve the matter. If resolution cannot be reached by the parties' executive managers, no later than thirty (30) days after the executive managers fail to reach agreement, the parties shall submit the dispute to non-binding mediation. The parties shall select a mediator and a mediation location that are mutually acceptable. If resolution cannot be reached by the parties through mediation, within thirty (30) days after the mediation has concluded, either party may file suit in a court of competent jurisdiction in the county of the state in which the Work Site is located. If a Purchase Order required Work to be performed at more than one Work Site in more than one state, the exclusive venue for suit shall be a court of competent jurisdiction in the State of Texas.

## Goshen, Indiana Inspection Notes

**Channel Side Seals:** Noticed seals beginning to curl away from channel wall toward the bottom where submerged. Recommend replacing Channel side seals.

**Lower Sprocket and Bearing Assemblies:** Customer says bushings were replaced ~4 years ago. Recommend replacing ring spacers and sprockets along with chain, so that chain rollers fit flush in between sprocket teeth. New chain may not properly engage with old sprockets and cause premature wear.

**Screen Field:** All bars straight; no misalignments or obstructions.

**Rake Blades:** Recommending replacement of rake blades due to wear, as teeth on some are missing or bent. Rake blades should be inspected regularly and adjusted as needed. Additionally, if the customer wants us to we can modify the blades so that they are still changeable and will require regular inspections, but will not require regular adjustments.

**Chains:** Chain is unevenly stretched between both sides, and beyond the ability to properly tension it. The inability of the chain to be tightened around the sprockets is causing the drive shaft to sit unevenly across the machine. Recommend replacing entire chain to be able to properly tension it and avoid premature wear to rake assemblies and sprockets.

**Chain Guides:** No wear, damage, or obstructions were apparent.

**Drive Assembly:** Fluid levels were good, bearings lubricated. Drive system operated smoothly. New Style Take-Ups functioning properly. Drive shaft is very uneven due to chain stretching.

**Drive Shaft:** No obstructions; no visible wear or damage; take-up bearing intact.

**Discharge Scraper:** Spring properly adjusted but spring is badly rusted. Scraper arm assembly bent. Wear strips and wiper blade severely worn (see photos). Recommend new scraper arm assembly, spring assembly, wear strips, scraper blade, and hardware.

Also recommending all work to be done at once, so as to minimize downtime.



# **MEMO**

**TO:** Board of Public Works and Safety

**FROM:** Matt Lawson, Asst. City Attorney

**DATE:** April 7, 2023

**RE:** Agreement with Abonmarche Consultants, Inc. | South Well Field Boundary and Topographic Survey

---

Attached for the Board's approval and authorization for Mayor Stutsman to execute is an Agreement with Abonmarche Consultants, Inc. for professional surveying services associated with the South Well Field Boundary and Topographic Survey project.

The City of Goshen requested quotes from three (3) consultants for this project and Abonmarche was the lowest responsive and responsible quoter.

Abonmarche shall be paid **\$16,890** for surveying work performed in accordance with this Agreement.

**Suggested Motion:**

Approve and authorize the Mayor to execute the Agreement with the Abonmarche Consultants, Inc. in the amount of **\$16,890** for professional surveying services associated with the South Well Field Boundary and Topographic Survey project.

**AGREEMENT**  
**Professional Surveying Services**  
**South Well Field Boundary and Topographic Survey Project**

THIS AGREEMENT is entered into on April \_\_, 2023, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”), whose mailing address is 303 River Race Dr., Unit 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”).

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

**Section 1. Scope of Services.**

Abonmarche shall provide City professional surveying services associated with the South Well Field Boundary and Topographic Survey project, which services are more particularly described in Abonmarche’s March 16, 2023 Proposal for Professional Surveying Services (“Proposal”) attached as Exhibit “A”.

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit “A”, the terms set forth in this agreement shall prevail.

The Scope of Services included under this agreement include:

- (A) Task #1: Boundary and Topographic Survey

Abonmarche will complete a boundary and topographic survey in accordance with the requirements set forth in the City of Goshen’s February 23, 2023 survey request attached to Abonmarche’s proposal.

Tasks will be directed by the City as budget permits. The budget includes approximately 300 hours for these on-call services.

**Section 2. Effective Date; Term.**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) The South Well Field Boundary and Topographic Survey will be performed within 30 days following the execution of this agreement (weather permitting and subject to utility locates). City retains the option to extend these services with written authorization.
- (C) The agreement shall be automatically expire upon completion of the South Well Field Boundary and Topographic Survey.

**Section 3. Compensation.**

City will pay Abonmarche a lump sum of Sixteen Thousand Eight Hundred Ninety Dollars and 00/100 (\$16,890.00) for the Topographic and Boundary Survey performed in accordance with the scope of services of this agreement.

#### **Section 4. Payment.**

- (A) City shall pay Abonmarche for professional surveying services satisfactorily completed under this agreement.
- (B) Payment for services rendered shall be upon City's receipt of a detailed invoice from Abonmarche. The invoice shall be sent to the following address, or at such other address as City may designate in writing.  
  
City of Goshen  
c/o Engineering Department  
204 E. Jefferson Street, Ste 1  
Goshen, IN 46528
- (C) Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (D) Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

#### **Section 5. Ownership of Documents.**

City acknowledges Contractor's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

#### **Section 6. Independent Contractor.**

- (A) Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. City shall not be responsible for injury, including death, to any persons or damages to any property arising out of the acts or omissions of Contractor and/or Contractor's employees, agents or subcontractors.
- (B) Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.
- (C) Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

#### **Section 7. Non-Discrimination.**

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

Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

### **Section 8. Employment Eligibility Verification.**

- (A) Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- (B) Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- (D) City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

### **Section 9. Contracting with Relatives.**

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City's Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

### **Section 10. Indemnification.**

Contractor shall indemnify and hold harmless the City of Goshen and City's officers and employees from and against liability, damages or injuries to the extent caused by the negligent act or omission of the Contractor, its officers and employees and others for whom Contractor is legally liable in the performance of services under this agreement. Such indemnity shall be limited by the amount of insurance coverage required under this agreement.

### **Section 11. Force Majeure.**

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

the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

## **Section 12. Default.**

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- (C) Contractor may also be considered in default by the City if any of the following occur:
  - (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
  - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
  - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
  - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
  - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
  - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
  - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

## **Section 13. Termination.**

- (A) The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

**Section 14. Notice.**

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana  
Attention: Goshen Legal Department  
204 East Jefferson St., Suite 2  
Goshen, IN 46528

Contractor: Abonmarche Consultants, Inc.  
303 River race Drive, Unite 206  
Goshen, IN 46526

and

Abonmarche Consultants, Inc.  
Attention: Jeffrey M. Weaver, GISP  
Director of Digital Solutions  
315 West Jefferson Boulevard  
South Bend, IN 46601

**Section 15. Subcontracting or Assignment.**

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

**Section 16. Amendments.**

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

**Section 17. Waiver of Rights.**

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



**Section 18. Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- (B) Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

**Section 19. Miscellaneous.**

- (A) Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- (B) This agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- (C) In the event legal action is brought to enforce or interpret the terms and conditions of these agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

**Section 20. Severability.**

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

**Section 21. Binding Effect.**

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

**Section 22. Entire Agreement.**

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

**Section 23. Authority to Execute.**

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

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

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

**Abonmarche Consultants, Inc.**

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

\_\_\_\_\_  
Bradley E. Mosness, PE  
Vice President

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

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



3/16/2023

Mr. Jason R. Hoffman  
City of Goshen  
Engineering Department  
204 East Jefferson Street, Suite 1  
Goshen, IN 46528

RE: City of Goshen - South Well Field Project

A&Z Engineering, LLC (A&Z) would like to thank you for the opportunity to submit this proposal to provide the professional land surveying services associated with this project.

**RETRACEMENT BOUNDARY SURVEY**

- Prepare 69.71-acre retracement boundary survey of the following parcels (see Exhibit "A" for parcel locations):

| Tax ID #          | Owner          | Acreage (per GIS) |
|-------------------|----------------|-------------------|
| 11-35-300-005-015 | City of Goshen | 27.88             |
| 11-35-400-005-015 | City of Goshen | 26.33             |
| 11-35-200-015-015 | City of Goshen | 15.50             |

- It should be noted that the Elkhart County Elevate GIS website shows a separate Tax ID number for each parcel, but the current deed of record for the subject parcel is described as 1 parcel not 3 separate parcels (see attached Exhibit "B" for said deed). As a result, this proposal will be based upon 1 parcel for boundary and topographic purposes.
- Search for and locate existing survey monumentation at the corners of the subject parcels (rebars, pipes, fence posts, etc.).
- Search for and locate a maximum of 9 section / quarter section corners for Section 35, Elkhart Township, Elkhart County, Indiana.
- Permanently monument the perimeter of the subject parcel. The monuments will be witnessed with fluorescent ribbon and 4-foot wood lathe. It shall be noted on the Plat of Survey whether the aforementioned monuments were found or set.
- State the current flood plain designation and/or notation for the subject parcels, as the location plots by scale on the Federal Emergency Management Agency Flood Insurance Rate Map for the subject area.
- Show existing buildings within the boundaries of the subject parcels.
- Show the location of any body of water within the boundaries of the subject parcels.
- Show the location of any legal open and/or tile drains that lie within the survey limits, as shown on the Elkhart County GIS website and/or Elkhart County Surveyor's legal drain maps.
- Locate, describe and show potential encroachments and/or unwritten rights, including but not limited to, fences, walls, party walls, structures, improvements, pavement, etc. either way across the boundary lines of the subject parcels.
- Locate and show the existing lines of occupation and/or possession in relationship with the location of the boundary lines for the subject parcels.
- Graphically depict any potential title overlaps and/or gaps that may exist due to discrepancies in record descriptions, etc. along the perimeter of the subject parcels.

- If a gap and/or overlap is discovered, A&Z will pause the boundary survey work and alert the client to seek guidance on how the City of Goshen would like to proceed.
- Identify and show the ownership of the subject and immediately adjoining parcels in accordance with the most recent deed of record.\*
  - A search for recorded easements will not be performed for the project. Only those easements referenced on adjoining subdivision plats and/or cross-referenced in the aforementioned deeds will be shown.\*
- Explain any discrepancies between the subject boundary surveys and the record description for the subject parcels.\*
- Prepare a Surveyor's Report summarizing the theory of location pertaining to the retracement of the boundary lines of the subject parcels.\*
- A&Z will prepare one new legal description for the subject parcel.
- The subject retracement boundary surveys will be performed in accordance with Title 865, Article 1, Rule 12 of the Indiana Administrative Code.
- Record the subject retracement boundary surveys in the Office of the Recorder of Elkhart County, Indiana, in accordance with Title 865, Article 1, Rule 12, Section 12 of the Indiana Administrative Code.

*\*This effort shall not be construed as a "title search" and is not intended to provide the same information nor level of detail. A&Z Engineering, LLC strongly recommends that a professional "title search" be performed on the subject parcel, in order to establish all known recorded information pertaining to ownership, easements, restrictions, senior rights, unwritten rights, written rights and/or interests to the subject parcel.*

#### **TOPOGRAPHIC SURVEY**

- See attached Exhibit "A" for topographic survey limits (red shaded areas).
  - Said area is approximately 89 acres.
  - Topographic survey to extend 15 feet past the existing road right-of-way.
- Approximately 40 survey notice letters will be mailed to the property owners in the project area.
- Horizontal control will be based on the Indiana State Plane – East Zone NAD 83 (2011), US Survey Feet. Control points will be placed at those locations necessary to perform the requested survey. Said control points will be 5/8" diameter rebars with an orange "A&Z ENG LLC Control Point" ID cap and/or a Mag Nail with a "A&Z ENG LLC Control" ID washer. A maximum of 20 horizontal control points will be set for the survey and said control will be witnessed.
- Vertical control will be based upon the NAVD88 datum. Temporary bench marks will be set at 300-foot intervals along CR 27 beginning at the southwest corner of the Tax ID #11-35-300-005-015 and running north to approximately 150 feet north of CR 40. A maximum of 13 temporary bench marks will be set.
- The topographical survey data will be collected at an approximate interval spacing of 50 feet within the survey limits and as required to define changes in grade.
- Contour line interval shown will be 1-foot.
- An assumption of a maximum of 10 storm and sanitary sewer structures will be located and detailed (rim elevations, pipe size, pipe type, inverts and pictures).
  - The sewer structure number should be the same as the survey point number.
- An assumption of a maximum of 10 water valve will be located and, where possible, obtain a measure down from the top of valve to the apparent top of the operating nut.
- Prepare a Civil3D pipe network for the project area.
- Apparent existing right-of-way will be shown based upon record documentation located by A&Z during research, record information provided by the client, and/or existing survey monumentation (rebars, pipes, fence post, etc.).
  - A&Z will allot a maximum of 8 hours of research for information pertaining to existing right-of-way for the roads within the survey limits.

- This include research in the Elkhart County Recorder's Office, Elkhart County Auditor's Office (Commissioners Records) and contacting the Elkhart County Highway Department.
- Locate edge of shoulder, edge of pavement, pavement markings, crown of road, curbs, sidewalks, service walks, retaining walls, and driveways.
- Establish the location of visibly apparent structures, improvements, fences, paved areas, non-paved areas, natural features, etc. within the survey limits.
- Locate the relevant portion of existing buildings and/or structural improvements within the survey limits.
- Locate isolated trees four (4) inches and over in diameter at breast height. In thickly and/or heavily wooded / brushy areas only the perimeter of the woods/brush will be established. Existing vegetation, landscaping, and planting areas shall be located.
- Show the location of all visibly apparent evidence of underground utilities (such as manholes, hatches, cleanouts, valves, handholes, transformers, gas meters, warning risers/post, septic tank lids, gas valve, phone/cable pedestals, etc.)
- Show the location of all light pole, power poles, and overhead utilities within the survey limits.
- Property addresses, when appropriate shall be labeled in model space, text height to be 1.6 for 20 scale, 3.2 for 40 scale or equivalent to .08 in paper space.
- All existing surface types will be labeled).
- All pavements, which include pavement markings, centerline markings, edge of pavement, curbs, sidewalks, service walks, retaining walls and driveways.
- An INDOT Type "C" monument will be set at the northwest corner of Tax ID #11-35-300-005-015 (see attached Exhibit "C").
- An INDOT Bench Mark Post within the CR 27 right-of-way east of the southwest corner of Tax #11-35-300-005-015 (see attached Exhibit "D").

### **SUBCONSULTANTS**

A&Z Engineering, LLC may utilize the following subconsultants for the project:

- On the Mark Land Surveying, LLC
- T-E, Inc. and/or Specialties Company LLC (installation of the two required INDOT monuments)

### **ASSUMPTIONS / CONDITIONS**

- A&Z will have unencumbered access to the site.
- The City of Goshen will provide the following:
  - Sewer lateral and water services cards
  - Any record documentation pertaining to existing right-of-way for CR 27, CR 40, Dierdorff Road, and Waterford Mills Parkway.
  - Copies of any previous boundary surveys for the subject and/or adjoining parcels including the Goshen Airport.
- This scope of work does not include the cost associated with site planning/design, grading/storm water, erosion control, and/or sewage disposal.
- This scope of work does not include the cost associated with preparing new legal descriptions associated with rectifying any title gaps, title overlaps, etc.
- This scope of work does not include any services associated with preparation an ALTA/NSPS Land Title Survey, easement exhibits, title searches / title encumbrance reports, right-of-way engineering, and/or construction staking.

### **DELIVERABLES**

- One 24" x 36" PDF of the completed retracement boundary survey showing all 3 parcels including their respective record legal descriptions
- Civil 3D 2023 base drawing of the retracement boundary survey
- Civil 3D 2023 base drawing of the topographic survey.
  - Including a TIN file of the surface and contour labels

- XML of existing ground surface
- Civil 3D pipe network.
- PDF of the A&Z Fieldbook of the project containing
  - Structure data sheets
  - Water valve measure down sheets
  - Indiana 811 locate tickets and any utility maps provide by the utilities
  - Level circuit
  - Horizontal control and witnesses
- TXT file of all the survey points collected in PNEZD format
- PDF of the current deeds of record for the subject and immediately adjoining parcels
- PDF of those recorded boundary surveys located during our research for the project
- PDF of those recorded easements found during our research for the project
- PDF of those subdivision plats found during our research for the project
- A&Z AutoCAD \*.ctb file
- Legend for A&Z's line types and symbols

**SCHEDULE**

A&Z will provide the completed retracement boundary survey and topographic survey by July 31, 2023.

**COMPENSATION**

A&Z proposes to provide the above professional land survey services for the following lump sum fees:

| <b>Professional Service</b> | <b>Lump Sum Fee</b> |
|-----------------------------|---------------------|
| Topographic Survey          | \$27,800            |
| Retracement Boundary Survey | \$11,500            |
| INDOT Type "C" Monument     | \$3,000             |
| INDOT Bench Mark            | \$3,000             |
| <b>Total</b>                | <b>\$45,300</b>     |

The aforementioned fees are based upon A&Z being awarded the topographic survey, retracement boundary survey, and INDOT monumentation at the same time. See attached Exhibit "E" for A&Z's 2023 Hourly Rate Schedule.

**STANDARD TERMS AND CONDITIONS**

The Standard Terms and Conditions, as set forth as attached Exhibit "F", are incorporated here into and made a part of this letter agreement. The CLIENT referred to in the Standard Terms and Conditions means the City of Goshen.

In Witness thereof, CLIENT and A&Z have, through duly authorized representatives, entered into this Agreement. The parties having read and understand the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof.



Sincerely,  
A&Z Engineering, LLC

A handwritten signature in black ink, appearing to read 'Jamal Anabtawi', is written over a horizontal line.

Jamal Anabtawi, PE.  
Member, Director of Business Development

**We hereby authorize A&Z Engineering, LLC to proceed with the above professional land surveying services in accordance with this letter and the attached signed Standard Terms and Conditions.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

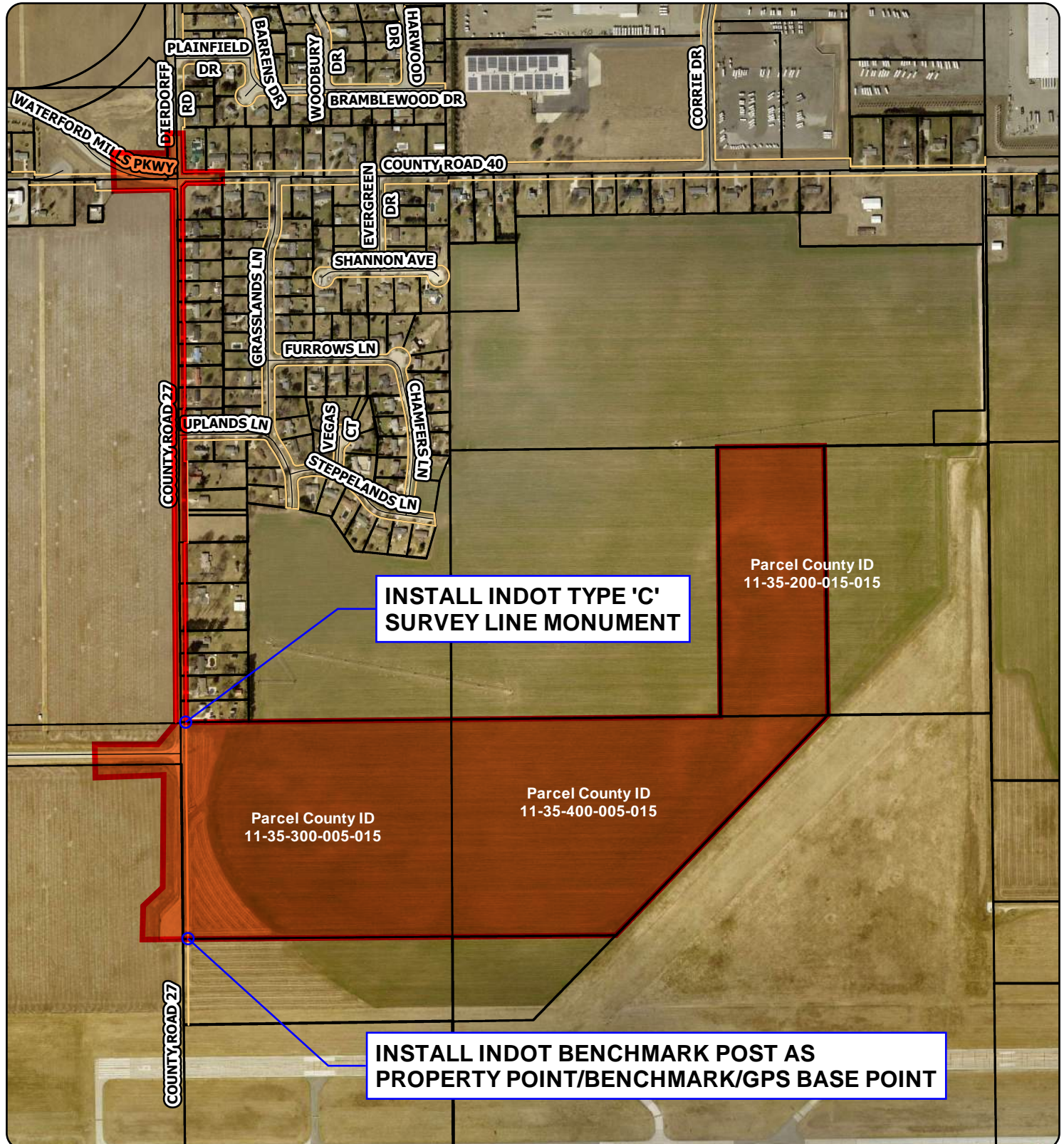
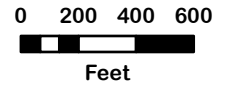
\_\_\_\_\_  
Date

CC: A&Z Project File, JA, WJ, LG





# EXHIBIT "A" 2023 South Well Field Boundary and Topographic Survey RFQ



The City of Goshen's Digital Data is the property of the city of Goshen and Elkhart County, Indiana. All graphic data supplied by the City and County has been derived from public records that are constantly undergoing change and is not warranted for content or accuracy. The City and County do not guarantee the positional or thematic accuracy of the data. The cartographic digital files are not a legal representation of any of the features depicted, and the City and County disclaim any assumptions of the legal status they represent. Any implied warranties, including warranties of merchantability or fitness for a particular purpose, shall be expressly excluded. The data represents an actual reproduction of data contained in the City's or County's computer files. This data may be incomplete or inaccurate, and is subject to modifications and changes. City of Goshen and Elkhart County cannot be held liable for errors or omissions in the data. The recipient's use and reliance upon such data is at the recipient's risk. By using this data, the recipient agrees to protect, hold harmless and indemnify the City of Goshen and Elkhart County and its employees and officers. This indemnity covers reasonable attorney fees and all court costs associated with the defense of the City and County arising out of this disclaimer.



**EXHIBIT "B"****2023-01495**

**ELKHART COUNTY RECORDER  
KAALA BAKER  
FILED FOR RECORD ON  
01/26/2023 02:46 PM  
AS PRESENTED**

22-0099

**WARRANTY DEED**

**This indenture witnesseth** that Noel Farms, LLC, an Indiana limited liability company ("Grantor"), of Elkhart County in the State of Indiana, conveys and warrants to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("Grantee"), of Elkhart County in the State of Indiana, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the following described real estate located in Elkhart County, State of Indiana, to-wit:

Beginning at a stone marking the center of Section 35, Township 36 North, Range 6 East, and running thence East 1316.2 feet; thence North 1316 feet; thence East 516 feet; thence South 1330.8 feet; thence South 45 degrees zero minutes West 2036.3 feet; thence West 1718.5 feet; thence North 1455.6 feet along the center line of County Road No. 27; thence East 1312.6 feet to the place of beginning.

Less and excepting the following tract:

Commencing at the southwest corner of the East Half of the Southwest Quarter of Section 35, Township 36 North, Range 6 East; thence North 1193 feet, more or less, to a point of beginning; thence continuing North 400 feet to a point; thence East 2137.5 feet, more or less, to a point on the Goshen Airport property line; thence South 45 degrees 00 minutes West 582 feet, more or less, to a point on the Goshen Airport line that is 1718.5 feet East of the point of beginning; thence West 1718.5 feet to the point of beginning. Said tract being 400 feet North and South and containing 17.45 acres, more less, which is shown on a drawing prepared by Boyd E. Phelps, Inc. dated June 24, 1974, entitled "Property Map," Goshen, Municipal Airport, Exhibit A (Page 8 of 8 pages), Project FAAP-7-18-0029-001.

DM  
KK

20-11-35-200-015.000-015  
20-11-35-300-005.000-015  
20-11-35-400-005.000-015

DISCLOSURE FEE NOT REQUIRED  
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Jan 26 2023

PATRICIA A. PICKENS, AUDITOR

00340

NO FEE

Subject to public rights-of-way and all easements and restrictions of record.

Being tax code numbers 20-11-35-300-005.000-015, 20-11-35-400-005.000-015, and 20-11-35-200-015.000-015.

The undersigned person executing this Warranty Deed on behalf of Grantor represents and certifies that he/she is duly authorized and empowered by the Articles of Organization, Operating Agreement, and management structure of Grantor, and has been fully empowered by proper resolution of the Members of Grantor, to execute and deliver this Warranty Deed; he/she further certifies that Grantor has full capacity to convey the real estate described herein, and that all necessary action for the making of such conveyance has been taken and done.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed this 26<sup>th</sup> day of January, 2023.

NOEL FARMS, LLC

By [Signature]  
Signature

Brian Schlagerhauf  
Printed Name

Title member & auth. signatory sw  
Manager LLC

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, a Notary Public in and for said County and State, this 21<sup>st</sup> day of January, 2023, personally appeared Brian Schlagenhaut, as Member and Authorized Signatory of Noel Farms, LLC, an Indiana limited liability company, and acknowledged that as said Member he/she executed the foregoing Warranty Deed for and on behalf and in the name of said Company, for the uses and purposes therein mentioned, and that he/she was authorized so to do.

WITNESS my hand and notarial seal.



JENNIFER E. WEBSTER  
NOTARY PUBLIC  
State of Indiana, Kosciusko County  
My commission expires May 8, 2027  
Commission Number 0720188

*[Handwritten Signature]*  
\_\_\_\_\_  
Jennifer E. Webster, Notary Public  
Residing in Kosciusko County, Indiana  
Commission No.: NP0720188

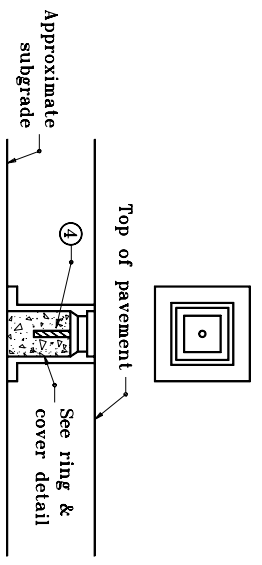
My Commission Expires:  
May 8, 2027

**Grantee's mailing address is  
and send tax statements to:**

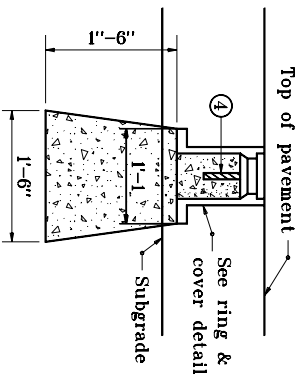
c/o Clerk Treasurer's Office  
202 S. 5<sup>th</sup> St., Goshen, IN 46528

Prepared by Steven J. Olsen  
Yoder, Ainlay, Ulmer & Buckingham, LLP  
130 North Main Street  
Goshen, IN 46526

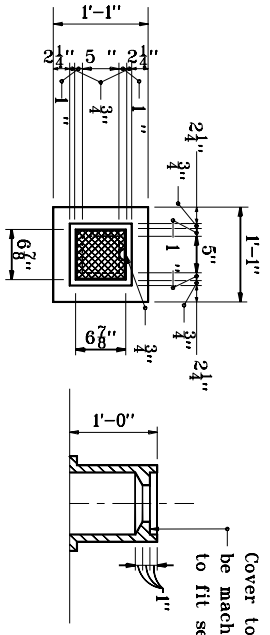
I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by laws. Steven J. Olsen, Yoder, Ainlay, Ulmer & Buckingham, LLP, 130 North Main Street, Goshen, IN 46526



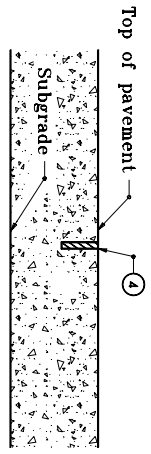
**INSTALLATION FOR VITRIFIED BRICK OR BITUMINOUS SURFACE ON CONCRETE BASE (TYPE A)**



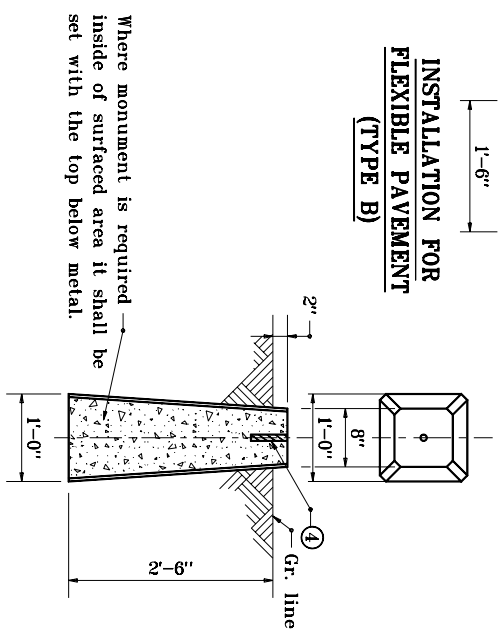
**INSTALLATION FOR FLEXIBLE PAVEMENT (TYPE B)**



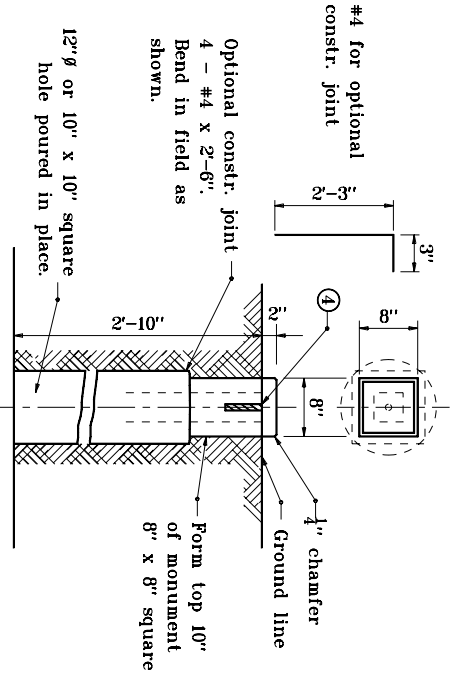
**SURVEY LINE MONUMENT RING & COVER**



**INSTALLATION FOR CONCRETE PAVEMENT (TYPE D)**



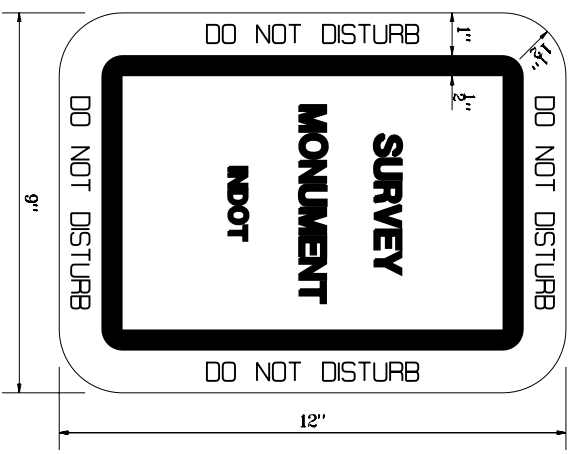
**INSTALLATION OUTSIDE OF PAVEMENT (TYPE C)**



**OPTIONAL INSTALLATION FOR TYPE C MONUMENT**

**GENERAL NOTES**

1. Sign shall be white background with black copy.
2. One steel type A or 4" x 4" wood post required.
3. Letter height shall be as follows:  
 Border: 3/8" series D  
 Line 1: 1" series B  
 Line 2: 1" series B  
 Line 3: 1" series B
4. 1" ø x 5" steel rod



INDIANA DEPARTMENT OF TRANSPORTATION

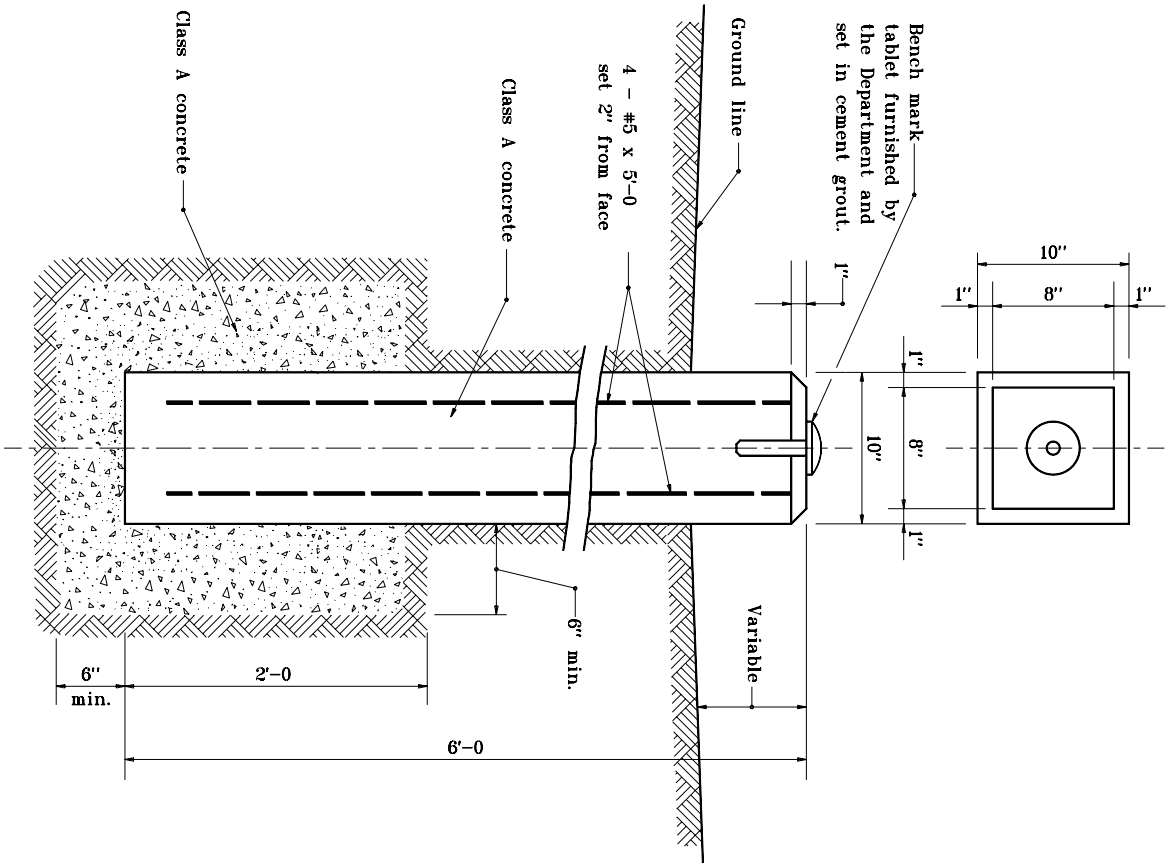
**SURVEY LINE MONUMENTS**

SEPTEMBER 1997

STANDARD DRAWING NO. E 615-SLMN-01

|                                   |  |
|-----------------------------------|--|
|                                   | No. 18095<br>STATE OF INDIANA<br>PROFESSIONAL ENGINEER |
| DESIGN STANDARDS ENGINEER<br>DATE | /s/ Anthony L. Uremovich<br>DESIGN STANDARDS ENGINEER  |
| DESIGN STANDARDS ENGINEER<br>DATE | /s/ Ferooz Zandi<br>CHIEF HIGHWAY ENGINEER             |
| DESIGN STANDARDS ENGINEER<br>DATE | /s/ Ferooz Zandi<br>CHIEF HIGHWAY ENGINEER             |

# EXHIBIT "D"



**BENCH MARK POST**

INDIANA DEPARTMENT OF TRANSPORTATION

**BENCH MARK POST**

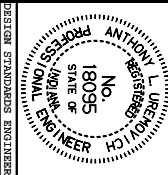
SEPTEMBER 1997

STANDARD DRAWING NO. E 615-SIBM-01

DETAILS PLACED IN THIS FORMAT 11-15-99

/s/ Anthony L. Uremovich 11-15-99  
DESIGN STANDARDS ENGINEER DATE

/s/ Ferooz Zardki 11-15-99  
CHIEF HIGHWAY ENGINEER DATE  
ORIGINALLY APPROVED 9-01-97



# EXHIBIT "E"



A&Z Engineering, LLC  
2023 Hourly Rate Schedule

| <b>Classification</b>   | <b>Invoice Rate</b> |
|---|---------------------|
| Principal   | \$ 185.00           |
| Department Manager /<br>Senior Project Manager /<br>Senior Consultant                   | \$ 150.00           |
| Senior Project Engineer /<br>Project Manager  | \$ 140.00           |
| Senior Engineer / Senior Surveyor / Senior<br>Designer / Senior Construction Supervisor | \$ 125.00           |
| Engineer / Surveyor / Designer  | \$115.00            |
| Senior Technician / Senior Construction<br>Inspector / Senior RPR                       | \$ 105.00           |
| Technician / Construction Inspector   | \$ 95.00            |
| Administrative  | \$ 80.00            |
| Intern Technician / Intern Construction<br>Inspector                                    | \$ 75.00            |
| One Person Survey Crew  | \$ 135.00           |
| Two Person Survey Crew  | \$ 180.00           |

## 2023 Reimbursable Expense Schedule

| <b>Expense Item</b>    | <b>Expense Rate</b>    |
|------------------------|------------------------|
| Mileage                | \$ 0.62/mile**         |
| Photocopies            | \$ 0.28/sheet (8.5x11) |
| Bond – AutoCAD plot    | \$ 1.85/sheet (24x36)  |
| Subconsultant Services | Cost + 10%             |

\*\* Or current IRS standard mileage rate

Rates are subject to revision on January 1, 2024.

**1. Professional Services & Fee**

- a. The professional services of A&Z are performed for a lump sum consistent with the scope of work described in the attached Proposal. If the scope of work changes during the progress of this project, A&Z will inform the Client of such change and will submit an estimated cost for such additional work. Upon approval by the Client of the change in scope and estimated cost, A&Z will proceed with the added work.
- b. A fee for an hourly rate services shall be all inclusive for the scope of work agreed upon under this agreement and paid for on an hourly rate according to A&Z current billing rates of the personnel assigned to the project plus reimbursable expenses times a factor of 1.1.
- c. All reports, drawings, specifications, manuals, visual materials, and other documents prepared by A&Z as instruments of service shall be the property of the Client. Such materials may be copyrighted by A&Z at the Client's discretion. A&Z will maintain in its possession all records related to a specific project up to 3 years from submitting its final product. A&Z shall not be responsible for any changes to the final electronic files once they are turned over to the Client. Client agrees to indemnify, defend and hold A&Z harmless from and against any claims or damages that may result from the subsequent use, reuse, transfer or modification of A&Z's drawings and specifications, except on projects where A&Z has been retained to provide services.
- d. The Client recognizes that the site conditions where samples and data are gathered do vary with time and that particularly subsurface conditions may differ from those encountered at the time and location where explorations or investigations are made and, therefore, the data interpretations, and recommendations of A&Z are based solely on the information available. A&Z will be responsible for data it collects, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

**2. Standard of Performance**

A&Z will perform its Services with that level of care and skill ordinarily exercised by other professionals practicing in the same discipline(s), under similar circumstances and at the general time and place where the Services are performed.

**3. Expenses**

For those extraordinary expenses described in A&Z's proposal, the Client authorizes A&Z, to execute, on behalf of the Client's name, purchases and contracts for consultants: rental or purchase of special equipment: rental of external computers: expendable supplies: aerial mapping: other investigatory or exploratory work: and so forth. Such purchases or contracts shall be by negotiation unless bid invitation is specified in A&Z's proposal. Specialized equipment purchased with Client's approval specifically for the project will become the Client's property upon completion of the work. The Client will be invoiced for the purchase price and completion of the work. The Client will be invoiced for the purchase price and maintenance cost of such equipment or/and all extraordinary expenses at direct cost plus a 10 % surcharge.

**4. Invoicing/Payment**

- a. A&Z will submit to Client invoices periodically for portions of the work performed (but not more frequently than once per month) unless charges for such periods are minimal, in which event an invoice will be submitted when total charges exceed \$500.00 or when the work is completed, whichever occurs first. All invoice charges are based on U.S. dollars.
- b. Invoices are due within 30 days from date of invoice; all delinquent charges are subject to a service charge of 1-1/2 (1.5%) percent per month or a fraction thereof. Should payment due and unpaid by Client to A&Z, or any invoice within 45 days of the receipt of invoice, A&Z may, upon seven (7) days' written notice to Client, stop work and recover from Client payment for all work executed. In the event that A&Z must initiate collection for its fees and prevails in court, Client is responsible for A&Z costs of collection including reasonable attorney fees.

**5. Changed Conditions**

- a. A&Z will promptly notify the Client in writing if it discovers conditions or circumstances that were not contemplated at the commencement of this agreement. Subsequent to that notification, Client and A&Z will negotiate one of the following options:
  - i. If practicable, in the judgment of A&Z, the original scope of services will be completed in accordance with the procedures originally intended in A&Z's proposal for the services.
  - ii. The scope of services will be modified, and the estimate of charges revised to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties.

**6. Insurance and Indemnification by A&Z**

- a. A&Z will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile Claims for bodily injury, death or property damage arising from negligent performance by A&Z and its employees for the services required by this agreement. A&Z carries public liability and property damage insurance (\$1,000,000 each occurrence/\$2,000,000 aggregate) and worker's compensation insurance. Certificates will be forwarded upon request. Within the limits of said insurance, A&Z agrees to indemnify and save the Client and its members, manager, officers, employees, agents, and assignees harmless from and against any loss, damage, injury, or liability to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by A&Z, A&Z's employees, agents, subcontractors, and their employees or agents.
- b. A&Z will maintain errors and omissions/professional liability insurance in the amount of at least One Million Dollars (\$1,000,000).

**7. Indemnification by Client and A&Z**

- a. Client and A&Z agrees to indemnify and hold each other harmless, their agents, subcontractors, officers and employees from and against any and all losses to the extent caused by the negligent acts, errors or omissions, intentional misconduct or breach of this agreement by the Client, its employees, agents, subcontractors, and their employees or agents.

**8. Terms of Agreement**

- a. No modification or changes in the terms of the agreement be made except by written instrument signed by the parties.
- b. Either the Client or A&Z may terminate this agreement for convenience upon their (30 days) written notice delivered or mailed to the other party.
  - i. In the event of material breach of this agreement, the party not breaching the agreement may terminate it upon ten (10) days written notice delivered or mailed to the other party, which termination notice shall state the basis for the termination.
  - ii. In the event of the termination, other than caused by a material breach of this agreement by the Client, A&Z, Client shall pay A&Z for all services and all expenses performed prior to the termination notice date.
- c. A&Z and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this agreement.
- d. This agreement shall be governed by the laws of the state of Indiana. Client and A&Z agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this agreement to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the



date of this agreement.

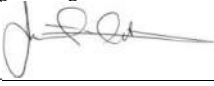
9. **Employment Eligibility Verification**

- a. As required by IC § 22-5-1.7, A&Z swears or affirms under the penalties of perjury that A&Z does not knowingly employ an unauthorized alien. The A&Z further agrees that:
  - i. A&Z shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. A&Z is not required to participate should the E-Verify program cease to exist. Additionally, A&Z is not required to participate if A&Z is self-employed and does not employ any employees.
  - ii. A&Z shall not knowingly employ or contract with an unauthorized alien. A&Z shall not retain an employee or contract with a person that A&Z subsequently learns is an unauthorized alien.
  - iii. A&Z shall require his/her/its sub-consultants, who perform work under this Contract, to certify to A&Z that the sub-consultant does not knowingly employ or contract with an unauthorized alien and that the sub-consultant has enrolled and is participating in the E-Verify program.
  - iv. A&Z agrees to maintain this certification throughout the duration of the term of a contract with a sub-consultant.
- b. The Client may terminate for default if A&Z fails to cure a breach of this provision no later than thirty (30) days after being notified by the Client.

IN WITNESS WHEREOF the undersigned parties have hereunto set their hands and seals the date signed below, they being of lawful age and competent to do so in their representative capacities.

A&Z Engineering, LLC

Client: City of Goshen

By  \_\_\_\_\_  
Authorized Member

\_\_\_\_\_ 3/16/2023 \_\_\_\_\_  
Date

By \_\_\_\_\_  
Date



Engineering Department  
CITY OF GOSHEN

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

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

engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety and Stormwater Board

FROM: Goshen Engineering

RE: **GOSHEN COLLEGE UTILITY EASEMENT DEDICATION  
(JN: 2023-2001)**

DATE: March 28, 2023

---

Goshen College is remodeling and upgrading their Westlawn building. As part of this project, fire suppression is being added. This addition requires a fire hydrant to be placed within 150-feet of the building's fire department connection. To allow the fire hydrant to be placed along South Main Street, the fire hydrant needs to be behind the sidewalk and outside the right-of-way. Goshen College has agreed to provide a 10' x 10' utility easement to allow the public hydrant to be placed on their property.

Goshen Engineering requests the board's acceptance of the utility easement and the board's authorization to have the mayor sign the easement acceptance.

**Suggested Motion: Move to accept the 10' x 10' utility easement dedicated by Goshen College for a fire hydrant to be placed approximately 118-feet south of the centerline of College Avenue, and authorize the mayor to sign the easement acceptance.**

**EASEMENT**  
**For City of Goshen Utility Purposes**

Goshen College, Inc. ("Grantor") grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, more particularly described as follows, and depicted on Exhibit A attached hereto:

A PART OF THE NORTHWEST QUARTER OF SECTION 22,  
TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART  
TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE  
NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH 00 DEGREES 33'  
38" EAST, 113.00 FEET; THENCE NORTH 88 DEGREES 48' 19" EAST, 33.63  
FEET TO THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 15 AND  
THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES  
48' 19" EAST, 10.00 FEET; THENCE SOUTH 01 DEGREE 18' 41" EAST, 10.00  
FEET; THENCE SOUTH 88 DEGREES 48' 19" EAST, 10 FEET TO THE EAST  
LINE RIGHT OF WAY LINE OF STATE ROAD NO. 15; THENCE NORTH 01  
DEGREE 18' 41" EAST ALONG SAID EAST RIGHT OF WAY LINE, 10.00 FEET  
TO THE POINT OF BEGINNING. CONTAINING 100 SQUARE FEET.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS AND PUBLIC RIGHTS  
OF WAY OF RECORD.

The area so described is hereinafter referred to as "Easement."

The Easement is part of real estate more commonly known as 1700 S. Main Street, Goshen, Indiana, and part of Parcel Number 20-11-22-101-006.000-015. Grantor obtained title to the real estate by Quitclaim Deed dated effective June 30, 2003, and recorded April 25, 2005, in the Office of the Recorder of Elkhart County, Indiana as Instrument No. 2005-12103.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the installation, maintenance, repair, and any additional work necessary to maintain utility facilities and appurtenances in, on, or through the Easement, as may be needed. City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate. City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry. Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

The terms of this Easement shall run with the land and shall be binding upon and inure to the benefit of the heirs, assigns and successors in interest of the parties.

The undersigned represents and certifies that such person is a duly authorized representative of Grantor and has been fully empowered to execute this Easement on behalf of Grantor; that the Grantor has full capacity to grant the Easement described; and that all necessary action for granting this Easement has been taken.

IN WITNESS WHEREOF, the undersigned has executed this Easement on the 20<sup>th</sup> day of March, 2023.

Goshen College, Inc.

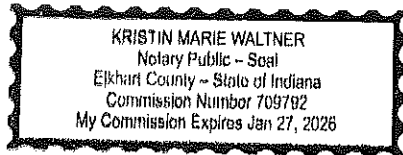
By: Ben J. Bortrager

Printed: Ben J. Bortrager

Title: VP of Finance

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on March 20, 2023, personally appeared Ben Boutrager as VP of Finance of Goshen College, Inc., being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.



Kristin Marie Waltner

Printed Name: Kristin Marie Waltner

Notary Public of Elkhart County,  
My Commission Expires: 1/27/2026  
Commission Number: 709792

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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 (Bodie J. Stegelmann).

**ACCEPTANCE**

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Goshen College, Inc. and accepts the Easement on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 2023, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument.

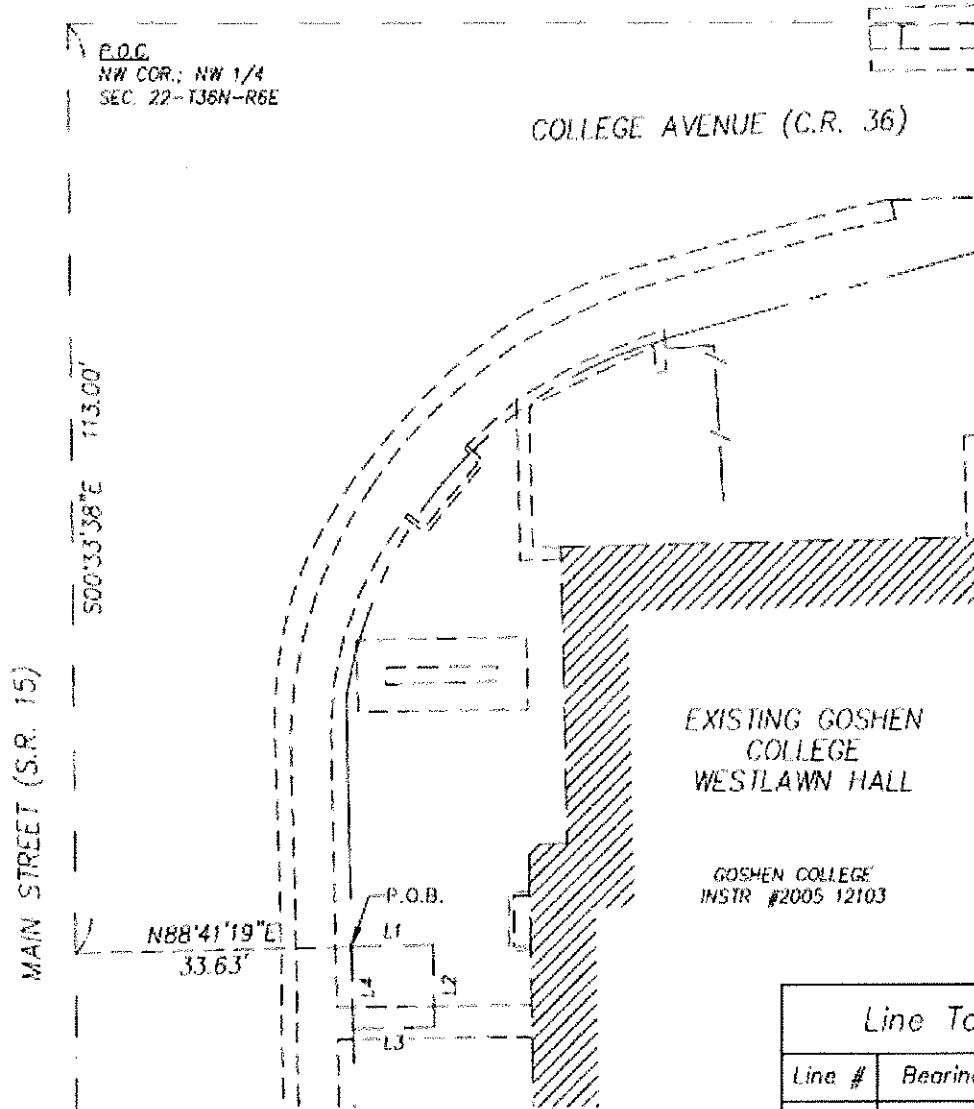
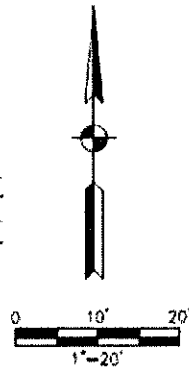
\_\_\_\_\_  
Printed Name:

Notary Public of \_\_\_\_\_ County, IN  
My Commission Expires:  
Commission Number:

This instrument was prepared by Bodie J. Stegelmann, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3820.

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. Bodie J. Stegelmann

**EXHIBIT A**  
**A PART OF THE NORTHWEST QUARTER OF SECTION 22,**  
**TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN,**  
**ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA**



| Line # | Bearing     | Length |
|--------|-------------|--------|
| L1     | N88°41'19"E | 10.00' |
| L2     | S1°18'41"E  | 10.00' |
| L3     | S88°41'19"W | 10.00' |
| L4     | N1°18'41"W  | 10.00' |

**ABONMARCHE**

353 River Road Drive, Unit 206  
 Goshen, IN 46526  
 T 574.533.9913  
 F 574.533.9911  
 abonmarcne.com

Fort Wayne  
 Berlin Harbor  
 Portage  
 South Haven  
 Grand Haven  
 Goshen  
 Hobart  
 Lafayette  
 South Bend  
 Valparaiso

PREPARED FOR:  
**GOSHEN COLLEGE**  
©2005 by 365 ABONMARCHE CONSULTANTS, INC.

SCALE: 1" = 20'  
 JOB #: 22-1436  
 SHEET 1 OF 2



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Public Works and Safety

FROM: Engineering

RE: **WATERFORD MILLS PARKWAY  
PROJECT NO. 2008-0078**

DATE: April 10, 2023

---

The Engineering Department requests that the Board authorize Mayor Stutsman to sign the Recommendation for Acceptance form for the referenced project for submission to INDOT. The contract is sufficiently complete and this form is required to close out the project. The Engineering Department has reviewed the project and has endorsed the Recommendation for Acceptance.

Thank you for your consideration of this request.

**Requested Motion: Authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to INDOT.**







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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board  
FROM: Stormwater Department  
RE: **STORMWATER ANNUAL REPORTS**  
DATE: April 10, 2023

---

Each year the Goshen Stormwater Department prepares an annual report of the previous year's stormwater related activities. For 2022, the Stormwater Department prepared two annual reports. The first annual report was an expanded version of the March Stormwater Toolbox Newsletter provided to City staff, elected official, and the general public. The second annual report was to fulfill the requirements of the City's municipal separate storm sewer system (MS4) general permit requirements with the Indiana Department of Environmental Management (IDEM).

The local annual report provided a recap of stormwater education programs, stormwater pollution issues encountered, partnerships supported, stormwater related facts, and a look at what is coming in 2023. This report was provided in both English and Spanish as part of Goshen's efforts to reach as many community members as possible.

The IDEM annual report provided information on the actions and activities taken by the Goshen Stormwater Department to implement the City's Stormwater Quality Management Plan and the six (6) minimum control measures of the City's MS4 general permit. The annual report also highlighted Goshen's partnerships with other stormwater, natural resource, and watershed-based organizations.

The IDEM annual report was submitted to IDEM on March 31<sup>st</sup> and today the Goshen Stormwater Department requests the Board of Public Works and Safety and Stormwater Boards' retroactive approval for Mayor Stutsman to sign the report.

**Requested Motion: I move to approve for Mayor Stutsman to sign the IDEM stormwater annual report reflecting the work the Goshen Stormwater Department carried out in 2022.**





*City of Goshen*

# 2022 Stormwater Report

## Partnerships for Clean Water

In Goshen, the Stormwater Department has a unique perspective of the city. As part of a watershed that stretches from Hillsdale, MI, to Lake Michigan, and winding through Indiana on its way, Goshen contributes to the St. Joseph River Watershed that drains over 4,600 square miles of water. Our work stretches across political boundaries as we partner with other political entities, states, and non-profits.

Across the United States, Stormwater Departments are working to improve water quality and preserve natural resources beneficial to humans and other organisms. In Goshen, our goals would not be met if it wasn't for the diligence of our partners. Communities upstream of Goshen directly contribute to our water quality as do our actions impact the water quality of downstream communities.

The Greater Elkhart County Stormwater Partnership contains multiple municipal separate storm sewer system permit holders: Elkhart County, the City of Goshen, the City of Elkhart, and the Town of Bristol. Year-to-year we share resources to educate the public on water stewardship, complete inspection duties, and even conduct water quality monitoring.

This report highlights some of the collaborative efforts we have been a part of in 2022. This includes our Stormwater Partnership efforts, our work with the St. Joseph River Basin Commission, the Elkhart County Soil and Water Conservation District, the Elkhart River Restoration Association, Christopher B. Burke Engineering, and Baker Tilly, US LLP.

The partnerships reflect the small- and large-scale watersheds we find ourselves a part of here in Goshen. Smaller tributary watersheds, like Rock Run Creek and Horn Ditch, begin in the surrounding County. The Elkhart River runs through the heart of Goshen, making us a part of the Elkhart River Watershed, the St. Joseph River Watershed, the Great Lakes Watershed, the North Atlantic Watershed, and ultimately, the interconnected watershed that is planet Earth.

A huge thank you to all our partners for making 2022 a great year. Cheers to the year ahead!!

Jason Kauffman,  
Stormwater Coordinator

Boston Snyder,  
Stormwater Specialist







# State of the River

## Biologic Health



The Goshen Stormwater Department contracts with the City of Elkhart's aquatic biologist, Daragh Deegan, and his summer stream monitoring team to conduct education events with Goshen area students and residents. Students learn about how biological monitoring of our aquatic organisms gives insight into the overall health of our streams and rivers.

Older students help conduct fish surveys, which screen for species variety and abundance in the Elkhart River. Like with smaller aquatic organisms used for monitoring, certain fish species are more or less sensitive to water pollutants, so their presence and absence can serve as a water quality litmus test.

This year, Deegan's team and area students sampled both in Goshen's dam pond and at Shanklin Park and Rogers Park. They surveyed many species that indicate high water quality, including American Brook Lamprey, Golden Redhorse, Horneyhead Chub, Logperch, Longear Sunfish, Mimic Shiner, Northern Hogsucker, Rainbow Darter, Rock Bass, Shorthead Redhorse, and Smallmouth Bass. They also collected and released Greater Redhorse (a state-endangered species, pictured above) and some unusual fish like the Longnose Gar, Bowfin, and Channel Catfish.



## Chemical Health

As part of the Stormwater Partnership's summer surface water quality monitoring program, in 2022, the Greater Elkhart County Stormwater Partnership partnered with the St. Joseph River Basin Commission (SJRBC). Dr. Kate Barrett, with the SJRBC, synthesized chemical water quality data that has been collected by the Elkhart County Health Department since 2009. These efforts mark the first attempt to analyze the massive data set for trends that can inform water quality management decisions.

Dr. Barrett, Ph.D., is an aquatic ecologist with the SJRBC and conducted the analysis with the support of Basin Director Matt Meersman. Their work with Elkhart County's data is part of a larger effort to understand the overall health of the St. Joseph River Watershed.

The analysis looked at parameters monitored as part of the Partnership's program: dissolved oxygen, conductivity, pH, nitrates, phosphorus, chlorides, total suspended solids, and *E. coli*. We are so thankful for their work and appreciate their findings and insight. **Scan the QR code** to learn more about the water quality data and to view the report!





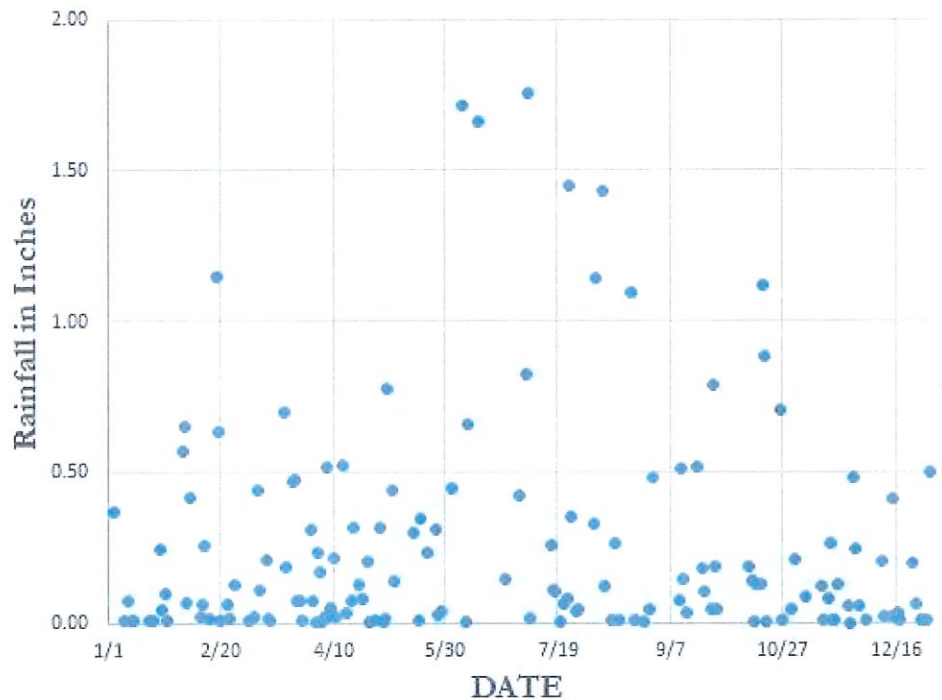
## Rain Report

In 2022, Goshen had its share of dry and wet days, averaging 154 days of measurable rain (0.01" or more), 24 days with rain events of 0.5" or more, and five days with extreme rain events of 1.25" or more.

Monitoring rainfall is an important part of managing stormwater runoff and its impacts. It helps us to understand the water cycle, precipitation's impact on the environment, and even provides us with the necessary data for early flood detection.

During a rain event on February 17 and February 18, the Elkhart River flooded and reached a height of 7.57 feet. The rainfall readings for those two days were 1.15 inches and 0.63 inches respectively. This measured out to a total of 1.78 inches of rain within 48 hours. I know what you're thinking; that doesn't seem like enough rain to cause a flood event. In fact, on July 6, 2022, Goshen received 1.76 inches of rain in 24 hours and the height of the Elkhart River only reached 3.7 feet. There was only 0.02 inches less rain that July day, received in a much shorter period, and caused the Elkhart River to rise less than half of the February rain event. This was due mainly in part to winter weather. The previous snowfalls that were on the ground were the equivalent of an extra 0.91 inches of rain during its melting. Additionally, the ground conditions, due to the freezing temperatures, did not allow the water to soak into the ground. These variables all contribute to the effects of precipitation on our waterways and show how similar rainfalls can have different results based on the surrounding conditions.

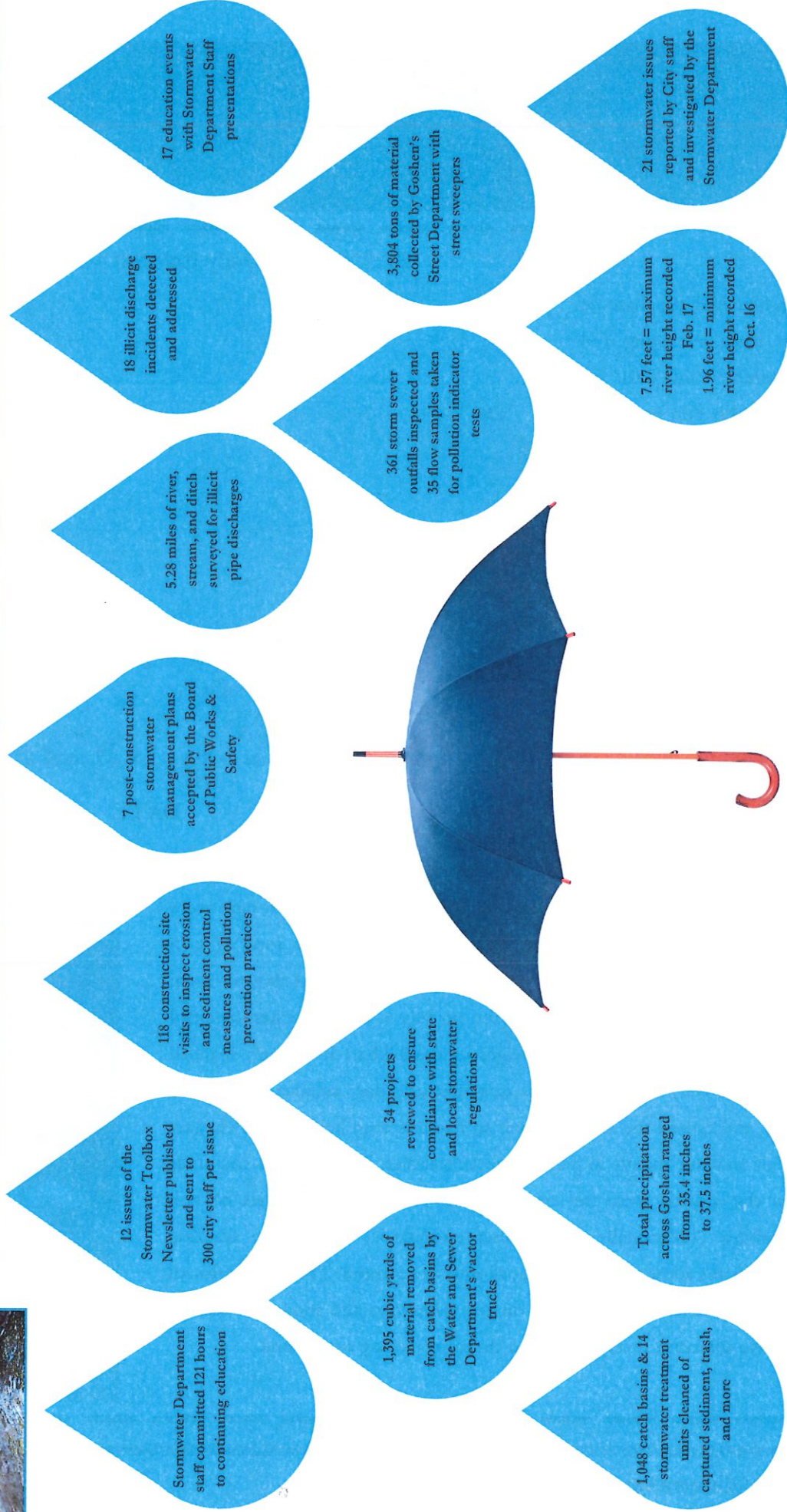
### 2022 Average Daily Rainfall Across Goshen







## 2022 Stormwater Program By the Numbers







# Project Highlights

## IDEM Audit

In October, the Indiana Department of Environmental Management (IDEM) conducted an audit of the Greater Elkhart County Stormwater Partnership. During this audit, IDEM reviewed the various MS4s of the Stormwater Partnership for compliance with the MS4 General Permit (MS4GP). Components of Goshen's Stormwater Program were audited, including illicit discharge detection and elimination, public education and outreach, and pollution prevention and good housekeeping. Good housekeeping is the act of maintaining proper stormwater pollution prevention measures within our own facilities. This included a site visit to Goshen's Central Garage and Street Departments, where Goshen was found to satisfactorily meet all requirements.



## Water Fest



This year the Stormwater Department held the first-ever Water Fest in Mill Street Park on Goshen's northside. This year also celebrated the Clean Water Act's 50th anniversary. The event featured food and entertainment while watershed education partners came together to spread awareness about our water resources and efforts to protect them.







### Storm Drain Art

This past spring, Goshen called for artists to submit design proposals to the Stormwater Department. The theme of the storm drain art project was Dreaming of Clean Water. Submissions were accepted until March 18th and then the finalists were chosen. Once the talented artists were selected in April, they were given the green light to prepare their art projects at the selected storm drains before June 8th. On June 11th, during Water Fest, a public unveiling event was held with walking and biking tours of the newly created art. A big thank you to Everence Financial, Goshen Floral, Bethany Christian Schools, Cycle Works of Goshen, Goshen Chamber of Commerce, Snyder Paints, Abonmarche, Goshen Brewing Company, and The Electric Brew for sponsoring this event. [Scan the QR code for more info!](#)



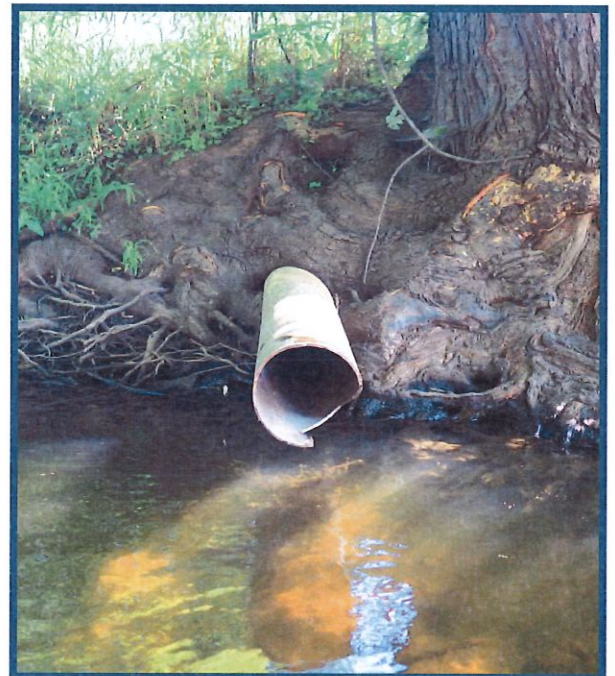
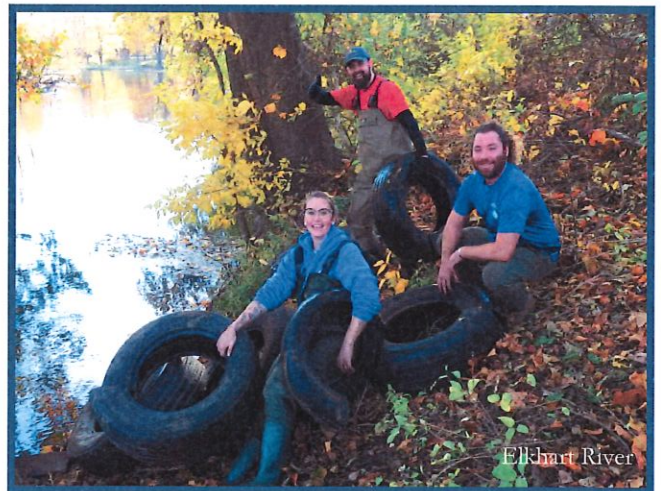
### Outfall Survey

Stormwater staff spent this fall screening stormwater pipe outfalls (like the one pictured to the right) for signs of pollutant discharges and stream erosion caused by high-volume flows.

In 2022, staff walked along Horn Ditch, Leedy Ditch, New Miller Ditch, Rock Run Creek, and a few smaller tributaries. A total of 5.28 miles!

### Industrial Trash and Tires

In 2022, multiple illicit discharges were reported to the Stormwater Department. Industrial trash in Horn Ditch and used tire dumping in the Elkhart River were two of the reports that came in. City staff worked diligently to clean up these trash-filled areas and clear the waterways of the illicit materials that were dumped.







# Coming in 2023!

## Ordinance and Program Updates

In 2022, the Stormwater Department undertook a major education campaign to aid in transitioning construction sites to the new Construction General Permit requirements. The City will continue to move forward, updating programs, policies, and ordinances to reflect the changes. Currently, the Industrial Stormwater General Permit is being finalized by IDEM and will soon be released to the public.

As industrial users adopt the new permit requirements, the Stormwater Department will try to facilitate a smooth transition into the new system through education and communication. Contact us if you have any questions about the new Industrial Stormwater General Permit!

## Green Earth Education Day

Do you enjoy the Elkhart County 4-H Fair? Stop by on Friday, July 21, and celebrate 150 years of 4-H and agriculture. Join the Stormwater Department as we help kick off the Elkhart County 4-H Fair with Green Earth Education Day. Enjoy a water quality activity and chat with us about stormwater runoff and its impact on local waterways.



## Lower Elkhart River Watershed Grant

The Lower Elkhart River Watershed is approximately 300 square miles and includes Elkhart, Kosciusko, and Noble counties. Working as a sponsor for the grant, the City of Goshen Stormwater Board authorized Mayor Jeremy Stutsman to sign the grant application, for \$154,725 in funding. Partnering with the Elkhart River Restoration Association (ERRA) and applying for this grant are helping the City of Goshen reach the goals set in place by the City's newly adopted Flood Resilience Plan. The Elkhart River Restoration Association previously received a grant from the Indiana Department of Environmental Management to update the watershed management plan for the Upper Elkhart River Watershed. To find information on the Lower Elkhart River Watershed grant,

or other information on the ERRA, please visit their website at [elkhartriver.org](http://elkhartriver.org).



**Thank you to those we collaborated with in 2022!**

Public Works & Utilities  
Department of Stormwater  
204 E. Jefferson Street  
Goshen, Indiana 46528



Director of Public Works: Dustin Sailor 534-2201 | Stormwater Coordinator: Jason Kauffman 537-3832 | Stormwater Specialist: Boston Snyder 533-8733





# Rule 13 - MS4 ANNUAL REPORT

State Form 51278 (R6 / 7-12)  
INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

### For questions regarding this form, contact:

IDEM Office of Water Quality , Storm Water Program  
MS4 Coordinator  
100 North Senate Avenue, Room 1255  
MC 65-42  
Indianapolis, IN 46204-2251  
Telephone: (317) 234-1601 or  
(800) 451-6027, ext. 41601 (within Indiana)  
Web Access: <http://www.IN.gov/idem/4900>

- NOTE:**
- Annual reports must be submitted to the Indiana Department of Environmental Management. **Failure to submit the annual report is considered noncompliance with your permit.**
  - For the **first five** (5)-year permit term, this completed form must be submitted by 1 year from the SWQMP – Part C submittal date and, thereafter, 1 year from the previous report (i.e., in years two (2) through five (5) of permit coverage).
  - In the **second and subsequent** five (5)-year permit terms, this completed form must be submitted in years two (2) and four (4) of permit coverage.
  - **Please type or print in ink.**
  - Please answer all questions thoroughly and return the form by the due date.
  - Return this form and any required attachments to the IDEM Storm Water Program, MS4 Coordinator at the address listed in the box on the upper-right.

| Five Year Permit Term   | Reporting Year   |
|---|--|
| <input checked="" type="checkbox"/> 1st Permit Term                       | <b>Permit Year <u>2022</u></b>   |
| <input type="checkbox"/> Second and subsequent five (5) Year Permit Terms | <input checked="" type="checkbox"/> 1<br><input type="checkbox"/> 2<br><input type="checkbox"/> 3<br><input type="checkbox"/> 4<br><input type="checkbox"/> 5<br>MS4s in their first permit term must submit reports annually. MS4s that are in subsequent permit terms must submit in years 2 and 4 of the permit term. |

## PART A: GENERAL INFORMATION – MS4 OPERATOR

|   |   |  |  |
|---|---|--|--|
| 1. Permit Number: <b>INR 0 4 0 137C</b>   | <b>Type of MS4:</b><br><input checked="" type="checkbox"/> City<br><input type="checkbox"/> Town<br><input type="checkbox"/> County<br><input type="checkbox"/> Non-traditional |  |  |
| 2. MS4 Entity: <u>City of Goshen</u><br><i>(Name of permit holder)</i>  |   |  |  |
| 3. MS4 Operator: <u>Mayor, Jeremy Stutsman</u>  |   |  |  |
| 4. Mailing Address: <u>202 S. 5<sup>th</sup> Street</u><br><u>Goshen, IN</u> ZIP: <u>46528</u> County: <u>Elkhart</u> |   |  |  |
| 5. Email Address: <u>mayor@goshencity.com</u>   |   |  |  |

## PART B: GENERAL INFORMATION – MS4 COORDINATOR

|  |  |  |  |
|--|--|--|--|
| 6. MS4 Coordinator ( <i>please print</i> ): <u>Jason Kauffman</u>                                |  |  |  |
| 7. Person's Title: <u>Stormwater Coordinator</u>   |  |  |  |
| 8. Mailing Address: <u>204 E. Jefferson Street, Suite</u><br><u>Goshen, IN</u> ZIP: <u>46528</u> |  |  |  |
| 9. Telephone Number: <u>574-537-3832</u>   |  |  |  |
| 10. E-mail Address: <u>jasonkauffman@goshencity.com</u>  |  |  |  |

## PART C: GENERAL INFORMATION – REPORT PREPARER

|   |            |      |  |
|---|------------|------|--|
| 11. Name: <u>Jason Kauffman</u><br><i>(Provide this information if someone other than MS4 Operator or Coordinator completed this report.)</i> |            |      |  |
| 12. Affiliation with the MS4:   |            |      |  |
| 13. Mailing Address:  |            |      |  |
|   | , IN       | ZIP: |  |
| 14. Telephone Number:   | Extension: |      |  |
| 15. E-mail Address:   |            |      |  |

**PART D: PROGRAM MANAGEMENT**  
327 IAC 15-13-18

**16. Provide a summary of the following program management activities performed during the reporting period:**

- a) If this is a co-permit, list all permittees and operators responsible for permit implementation for each entity.  
For ease of reading, please refer to the support document in Appendix A.
- b) Identify changes to the MS4 area boundaries, including areas added to or lost to the MS4 area via annexation or other similar means. Provide a current map (8.5" X 11" or 8.5" X 14").
- c) Identify follow-up or additional water quality characterizations completed during the reporting period if applicable.
- d) Provide updated receiving water information completed during the reporting period if applicable.
- e) Identify funding sources (utility fees, grants, enforcement fines etc) utilized for MS4 program implementation during this reporting period.
- f) Provide a list of new active industrial sites identified during this reporting period.
- g) Provide a list of facilities owned and operated by the MS4 that require Rule 6 (industrial storm water) permits.
- h) Provide a summary of complaints received and follow-up investigation results related to storm water quality issues during this reporting period.
- i) Other:

**PART E: PUBLIC EDUCATION AND OUTREACH - MINIMUM CONTROL MEASURE**

**17. Identify the best management practices (BMPs) for public education and outreach included in your Storm Water Quality Management Plan (SWQMP) Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this minimum control measure (MCM) including timetables and measurable goals during this reporting period.
- b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.
- c) Describe program BMPs that went beyond those identified in the SWQMP.
- d) Identify storm water BMPs installed or initiated for this MCM during this reporting period.
- e) Describe program implementation partnerships and explain successes and barriers during this reporting period.
- f) Other:

**PART F: PUBLIC PARTICIPATION AND INVOLVEMENT - MINIMUM CONTROL MEASURE**

**18. Identify the best management practices for public participation and involvement included in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period.
- b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.
- c) Describe program BMPs that went beyond those identified in the SWQMP.
- d) Identify storm water BMPs installed or initiated for this MCM during this reporting period.
- e) Describe program implementation partnerships and explain successes and barriers during this reporting period.
- f) Other:

**PART G: ILLICIT DISCHARGE DETECTION AND ELIMINATION - MINIMUM CONTROL MEASURE**

**19. Identify the best management practices for illicit discharge detection and elimination (IDDE) included in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period (mapping, screening, etc.).
- b) Describe implementation problems or challenges encountered, particularly as it relates to mapping and screening of outfalls during this reporting period.
- c) Identify changes made to the IDDE Plan during this reporting period if applicable.
- d) Identify updates or revisions to IDDE ordinance or other regulatory mechanism made during this reporting period.
- e) Describe level of mapping and screening completed to date. If there are unmapped or unscreened outfalls, provide a plan and a timetable for completion.
- f) Other:

**PART H: CONSTRUCTION SITE STORM WATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE**

**20. List the best management practices for the construction site storm water run-off program identified in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period.
- b) Describe program implementation partnerships and explain successes and barriers during this reporting period.
- c) Identify the number of construction sites permitted during this reporting period and identify the number and type of enforcement actions taken against construction site operators during the same period.
- d) Identify the number and types of training opportunities that were provided to contractors, developers, and builders during this permit period.
- e) MS4 personnel responsible for plan review, inspection, and enforcement of construction activities shall receive, at a minimum, annual training addressing appropriate control measures, inspection protocol, and enforcement procedures. Identify training provided to MS4 personnel responsible for these activities during this reporting period.
- f) Identify updates or revisions to the storm water construction ordinance or other regulatory mechanism made during this reporting period.
- g) Other:

**PART I: POST-CONSTRUCTION STORM WATER RUN-OFF CONTROL - MINIMUM CONTROL MEASURE**

**21. List the best management practices for post-construction storm water run-off control identified in your SWQMP Part C and then respond to the following:**

- a) Identify progress made towards development and implementation of each BMP in the SWQMP including timetables and measurable goals during this reporting period.
- b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility during this reporting period.
- c) Describe program implementation partnerships and explain successes and barriers.
- d) MS4 area personnel responsible for implementation of the post-construction minimum control measure shall receive, at a minimum, annual training. Identify training provided for this minimum control measure during this reporting period.
- e) Identify updates or revisions to the post-construction storm water ordinance or other regulatory mechanism made during this reporting period.
- f) Other:

**PART J: MUNICIPAL OPERATIONS POLLUTION PREVENTION AND GOOD HOUSEKEEPING - MINIMUM CONTROL MEASURE**

**22. List the best management practices for municipal operations pollution prevention and good housekeeping identified in your SWQMP Part C and respond to the following:**

- a) Identify progress made towards development and implementation of each BMP in the SWQMP including timetables and measurable goals during this reporting period.
- b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility as it relates to pollution prevention and good housekeeping at MS4 owned and operated facilities during this reporting period.
- c) Identify storm water BMPs installed or initiated at MS4 owned and operated facilities.
- d) Identify and describe appropriate storm water training provided to MS4 employees. Employees are required to have a minimum training once per year.
- e) Other:

**PART K: CERTIFICATION AND SIGNATURE**

**The individual listed in "PART A: GENERAL INFORMATION – MS4 OPERATOR" must sign the following certification statement:**

*"By signing this annual report, I hereby certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

Type or Print Name: Mayor Jeremy Stutsman

Signature: \_\_\_\_\_ (mm/dd/yyyy)

# APPENDIX A: STORMWATER ANNUAL REPORT – CITY OF GOSHEN INFORMATION

## REPORTING PERIOD: 2022

|  |
|--|
| <b>Part D: PROGRAM MANAGEMENT - 327 IAC 15-13-18</b> |
|--|

|  |
|--|
| <b>16. Provide a summary of the following program management activities performed during the reporting period:</b> |
|--|

*a) If this is a co-permit, list all permittees and operators responsible for permit implementation for each entity.*

The City of Goshen holds its own MS4 general permit, however, the City is a part of the Greater Elkhart County Stormwater Partnership (Stormwater Partnership) composed of the City of Goshen, the City of Elkhart, Elkhart County, and the Town of Bristol.

*b) Identify changes to the MS4 area boundaries, including areas added to or lost to the MS4 area via annexation or other similar means. Provide a current map.*

Since the last annual report, the City of Goshen has only annexed one area off of East College Avenue (County Road 36). In 2021, 163 acres of land were annexed via Ordinance #5090, located on the north and south sides of County Road 36, west of County Road 31 located in the NE, SW, and SE quadrants of Section 13 and the NW and NE quadrants of Section 24, T36N, R6E. In 2022, there were no new areas of annexation. (See Appendix B for the Annexation Map)

*c) Identify follow-up or additional water quality characterizations completed during the reporting period if applicable.*

The City of Goshen did not commission or perform any additional water monitoring outside the water quality data collected and kept by the Elkhart County Health Department (ECHD) as part of the Stormwater Partnership's efforts to monitor waterway health throughout our MS4s. The ECHD began collecting water samples the third week of May and ended the third full week of September. Water quality parameters analyzed included: chlorides, conductivity, dissolved oxygen, *E. coli*, nitrates, pH, phosphorus, temperature, and total suspended solids.

Water samples were collected from 20 sites: Baugo Creek at CR 3, Berlin Court Ditch at CR 15, Christiana Creek at CR 4 (control stream), Dausman Ditch at CR 19, Harverstick-Darkwood Ditch at CR 7 (added August 11), Pine Creek at CR 18 and CR 20, **Rock Run Creek at CR 34**, Swoveland Ditch at CR 19, Turkey Creek at CR 46, Weaver Ditch at CR 13, Yellow Creek at CR 32 and CR 138, **Elkhart River at CR 127 and at Indiana Avenue (in Goshen)**, Little Elkhart River



at CR 35, Heaton Lake at Ideal Beach and at 22880 Lake Shore Drive, and Simonton Lake at 51093 Beach Drive and 51330 SR 19.

The 2022 Water Sampling Report for Selected MS4 sites prepared by the Elkhart County Health Department can be found at [www.goshenindiana.org/water-sampling-data](http://www.goshenindiana.org/water-sampling-data).

The Greater Elkhart County Stormwater Partnership partnered with the St. Joseph River Basin Commission (SJRBC) to perform an analysis of the long-term trends in water quality based on water monitoring data collected between 2010-2021. For a summary of the Report's analysis see pages 42-43, which can be accessed under *Additional Water Monitoring – Elkhart County Water Quality Report, Supplement 1, and Supplement 2* at [www.sjrbc.com/resources/monitoring/index.html](http://www.sjrbc.com/resources/monitoring/index.html).

*d) Provide updated receiving water information completed during the reporting period.*

No changes in receiving water information occurred in the City of Goshen during the year 2022.

*e) Identify funding sources (utility fees, grants, enforcement fines, etc.) utilized for MS4 program implementation during this reporting period.*

The Stormwater Partnership collects a stormwater utility fee of \$15 per equivalent residential unit (ERU) or 3,600 square feet of impervious surface area. Residential parcels are assessed 1 ERU while the ERU value for a non-residential parcel is based on the impervious surface area square footage divided by 3600 and then multiplied by \$15. For example, a non-residential parcel with 12,500 square feet of impervious surface would have an ERU value of 3.5 and be assessed a stormwater utility fee of \$52.50. The stormwater utility fee is collected by the Elkhart County Treasurer's Office via property tax bills and distributed accordingly to each Stormwater Partnership entity.

Additionally, the Stormwater Partnership collects a filing fee of \$100 per disturbed acre for each stormwater pollution prevention plan (SWPPP) submitted to the Elkhart County Soil and Water Conservation District (SWCD) for review. For example, a project with a proposed area of disturbance of 2.25 acres would have a filing fee of \$300. In addition, the Elkhart County SWCD collects a renewal fee of \$100 per year for projects older than two calendar years.

The filing fees and renewal fees are collected by the Elkhart County SWCD and delivered to the Elkhart County Treasurer for processing. These fees help to offset the Stormwater Partnership costs and reduce the amount of money each entity pays back to Elkhart County to cover the annual costs of the Stormwater Partnership.

In addition, the City of Goshen collects a flat \$50 stormwater fee for each project that goes through the City's Technical Review process.



These funding sources saw no changes in 2022, however, the Stormwater Partnership hired Baker Tilly US, LLP to conduct a stormwater user fee rate study for the Stormwater Partnership to determine whether the minimum amount necessary for the operation and maintenance of the stormwater system has increased since 2006 and, if so, what the current minimum amount necessary would be. Baker Tilly determined the amount of revenue generated by the current stormwater user fee is not sufficient to cover the stormwater program costs for each entity. Baker Tilly recommended the annual stormwater fee increase to \$36.10 and at the request of the Stormwater Partnership split the increase into three phases to occur over the next six years. The City of Goshen has passed an updated stormwater user fee ordinance and is now waiting for its partners to update their stormwater user fee ordinances for the stormwater user fee increase to take effect.

f) *Provide a list of new active industrial sites identified during this reporting period.*

SIC Codes are provided for those sites where a SIC Code has been assigned.

| Name                      | Address                | Zip   | Phone        | SIC Code |
|---------------------------|------------------------|-------|--------------|----------|
| ViewRail – Stair Supplies | 1815 & 1837 Ardmore Ct | 46526 | 866-720-4273 | 5082     |

g) *Provide a list of facilities owned and operated by the MS4 that require Rule 6 (industrial stormwater) permits.*

The City of Goshen does not own or operate any Rule 6 Industrial sites.

h) *Provide a summary of complaints received and follow-up investigation results related to stormwater quality issues during this reporting period.*

During the reporting period, 21 potential stormwater quality issues were reported to the Goshen Stormwater Department via City employees and five (5) complaints from community members and each one was inspected by the City of Goshen; 11 were found to have reached an MS4 conveyance.

- Nine (9) illicit discharge incidents, 13 erosion and sediment control incidents, five (5) stormwater related incidents,

During the reporting period, one (1) potential stormwater quality issue was reported to and inspected by the Elkhart County SWCD.

- **For a total of 28 complaints.**

## Part E: PUBLIC EDUCATION AND OUTREACH

### 17. Identify the BMPs for Public Education and Outreach included in your SWQMP Part C and then respond to the following:

- a) *Identify progress made towards development and implementation of each BMP for this minimum control measure (MCM) including timetables and measurable goals during this reporting period.*

#### **BMP 1: Continue to develop and implement a public outreach and education program**

During the reporting period, the City of Goshen completed the following:

- Released the *Stormwater Toolbox Newsletter* every month except for the month of May. Past copies of the *Stormwater Toolbox Newsletter* can be found at the following website: [www.goshenindiana.org/stormwater-toolbox-newsletter-archive](http://www.goshenindiana.org/stormwater-toolbox-newsletter-archive)
- Stormwater-related social media posts were made to the City's Facebook account.
- The Department of Stormwater website was updated with current information involving the community which can be found at: [www.goshenindiana.org/stormwater-management](http://www.goshenindiana.org/stormwater-management)
- Published the 2022 Stormwater Annual Report in both English and Spanish. These documents can be found at [www.goshenindiana.org/capital-plan-&-annual-reports](http://www.goshenindiana.org/capital-plan-&-annual-reports).
- Informational banners were rotated quarterly between the three of the City's offices (Water and Sewer Billing, Parks Administration Office, and City Annex Building).
- The Goshen Stormwater Department joined the Elkhart River Restoration Association and other natural resource groups to talk with the general public about the importance of our local waterways, what lives there, how we can protect it, and how it can be enjoyed. The Goshen Stormwater Department talked with the public about their Watershed Address and how to prevent stormwater pollution.
- The City of Goshen held its first-ever Water Fest in June at Mill Street Park involving several different City and County Departments, helping to educate about stormwater.
- Held two Flood Resilience Plan Meetings
- The Stormwater Department hosted ten local artists to paint the sidewalks around storm drains again in 2022. Information about the Goshen Storm Drain Art can be found here: [www.goshenindiana.org/storm-drain-art](http://www.goshenindiana.org/storm-drain-art).
- The Stormwater Department maintains an educational resource webpage which can be found at: [www.goshenindiana.org/education](http://www.goshenindiana.org/education).

The Elkhart County SWCD Program Director is on the steering committee for the Upper Elkhart River Watershed Management Grant project and joins one of the SWCD's Conservationists on the Education Committee for the grant project.

#### **BMP 2: Survey MS4 Area constituents for attitudes and prior knowledge of stormwater quality**

The Elkhart County SWCD no longer provides a question/comment section on their

website due to spam and phishing comments, however, people can sign up to join the SWCD's email list to receive updates and other important information.

The City of Goshen provides the public with a way to report an issue through the "Report an Issue" button at the top of the main page of the City's website; one option that can be selected is Stormwater.

### ***BMP 3: Educate minorities, disadvantaged communities, and children***

The City of Goshen's Communications Coordinator is fluent in Spanish and is helping to translate stormwater brochures and newsletters into Spanish as time permits.

In addition, the City of Goshen did the following:

- Freddy the Fish Stormwater Activity with Waterford Elementary School 3<sup>rd</sup> Graders
- Teamed with the City of Elkhart's Aquatic Biologist to educate middle and high schoolers from Bethany at Violett Cemetery about the Elkhart River ecology.
- Participated in a field trip to Shanklin Park for all Goshen Junior High School 8<sup>th</sup> Graders. A presentation on stormwater runoff and the Elkhart River was presented to each group. The City of Elkhart Aquatic Biology team and the Elkhart County SWCD were also present to talk about the health of the river and the fish that live there and macroinvertebrates.
- Participated in the June First Friday event, running a booth that was held in downtown Goshen with other members of our stormwater partnership and local natural resource groups.
- Participated in the 2022 Elkhart County 4-H Fair's Green Earth Education Day with members from the Stormwater Partnership and the Goshen Environmental Resilience Department.
- Partnered with the City of Elkhart Aquatic Biology Department to provide a total of 10 educational events in Goshen (including those listed above) to talk about the health of the Elkhart River, the organisms that live there, and the impact stormwater runoff can have.

### ***BMP 4: Educational Initiatives***

The Stormwater Partnership has a strong group of educators and interpreters through the SWCD, City and County Parks Departments, the City of Goshen Stormwater Department, and the City of Elkhart – Public Works and Utilities. Their activities and presentations cover a wide range of natural resource topics, including but not limited to water quality and stormwater-related activities. The Elkhart County SWCD conducted activities and gave presentations throughout Elkhart County and beyond. In addition, the City of Goshen held or participated in events as well. The following information describes what took place during the 2022 reporting period.

## **CITY OF GOSHEN**

**June First Friday Downtown Goshen** – June 3, 2022 – The Goshen Stormwater Department joined the Elkhart River Restoration Association and other natural resource groups to talk with the general public about the importance of our local waterways, what lives there, how we can protect it, and how it can be enjoyed. The Goshen Stormwater Department talked with the public about their Watershed Address and how to prevent stormwater pollution. The Elkhart County SWCD had a hands-on display highlighting macroinvertebrates as water quality indicators in local waterways.

**Storm Drain Art Project** – In 2022, the City of Goshen completed its third storm drain art mural project with a theme of Dreaming of Clean Water in celebration of the 50<sup>th</sup> Anniversary of the Clean Water Act. Thirteen local artists painted stormwater-related murals around ten (10) storm drains spread throughout the city. Information on the storm drain murals can be found on the City's Stormwater website at <http://goshenindiana.org/storm-drain-art>.

**Water Fest** – June 11, 2022 – Water Fest was a first-time event held at Mill Street Park (212 Prospect Avenue) where the public was invited to enjoy water-related activities, join in a creek or neighborhood trash clean-up, interact with numerous natural resource organizations and City Departments, and to attend the unveiling of the Storm Drain Art project where the public was invited to vote on their favorite mural. The event was attended by over 100 people.

**Flood Resilience Plan Public Meetings** – March 17, 2022 – The City of Goshen hired Christopher B. Burke Engineering, LLC to help prepare a flood resilience plan (FRP) in response to the historic floods of February 2018 and to help the City better prepare for the higher potential of flooding. Two meetings were held on March 17<sup>th</sup>. The first meeting offered a chance to present the FRP to business owners, property owners, and residents directly impacted by floods and to hear what they had to say. The second meeting was a general public meeting to present the FRP and to allow community members to interact with different City Departments and regional organizations (Elkhart County SWCD and SJRBC) to ask questions and provide feedback on their concerns regarding flooding and drainage.

- The FRP was adopted by the Goshen City Council on July 18, 2022. The full report and additional flood literacy information can be found at [goshenindiana.org/flood-zone](http://goshenindiana.org/flood-zone).

## **ELKHART COUNTY SWCD**

**Stormwater Education** – The Elkhart County SWCD has a strong relationship with a group of educators and interpreters through County Parks, the City of Goshen, and the City of Elkhart. The Elkhart County SWCD works with those entities to put together events to educate the public on a wide range of natural resource topics, including but not limited



to water quality and stormwater. Each activity was documented and the number of people reached was recorded. In 2022, **33,552 people** were reached through the activities the Elkhart County SWCD provided or participated in throughout the Stormwater Partnership. The Elkhart County SWCD reached **2,048 people** during activities and events within the City of Goshen and **19,290 people** in Stormwater Partnership-related events.

**Erosion & Sediment Control Education** – The Elkhart County SWCD began a new way of providing education to contractors, developers, and engineers, in 2022, by taking the information to them. Todd Clark, SWCD Conservationist, was instrumental in reaching over **200 people** through in-person and virtual meetings. This method of providing training has been very well received and is helping to improve erosion and sediment control compliance on construction projects throughout the Stormwater Partnership.

**Education via Media** – The Elkhart County SWCD can reach audiences wide and far through its online presence via its website ([www.elkcoswcd.org/](http://www.elkcoswcd.org/)), its monthly Grass Roots Newsletter (**2,334 readers**), Annual Report, its Facebook page (**39,541 people**), and its YouTube channel (**9,424 views**). Through these media sources, information on natural resource protection, soil health, water quality, water quantity, stormwater pollution prevention, and more is provided to the public.

#### **Additional Notes:**

- **Coordinating Events**
  - o All public participation events are coordinated with Stormwater Partnership members.
  - o Stormwater Partnership education materials are available at events like those included in this Report.
- **Documentation** – Documentation of press releases, activities, and events covered by local news sources is saved for reference.
- **Educational Materials**– Kits are available to K-12 teachers and organization leaders for use in their classrooms, homeschool settings, or club/organization meetings (e.g., 4-H, FFA). A wide range of classroom programs is also available for K-12 teachers to request. There is also an augmented reality sandbox that provides hands-on learning for earth science concepts. For more information visit: [www.elkcoswcd.org/education/classroomprograms/augmented-reality-sandbox/](http://www.elkcoswcd.org/education/classroomprograms/augmented-reality-sandbox/).
- **Solid Waste Management District** – The Elkhart County Solid Waste Management District was dissolved on December 31, 2020, and absorbed into the Elkhart County Landfill. This did not eliminate the Household Hazardous Waste drop-off days which still take place on the first Saturday of every month. The Elkhart County Landfill continues to educate the public on various environmental-related issues.
- **Stormwater Calendar** – The Stormwater Partnership created and released another two-year calendar called “Elkhart County Waters – Building Water Quality” for 2022-2023 highlighting local waterways and water quality information.

b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.

The City of Goshen and Elkhart County as a whole has a very diverse population with many languages spoken and a wide range of social economic conditions. This creates both language and access barriers to educational information and resources. As Spanish is a very prevalent language in the community the Goshen Stormwater Department works to have documents translated into Spanish when possible. Additionally, information on the City of Goshen website can be translated into several languages with the click of a button. For those in the community who may lack access to the Internet, the City will send out community-wide mailers as needed and a quarterly newsletter called the *Maple City Now*.

c) Describe program BMPs that went beyond those identified in the SWQMP

**Stormwater Partnership:**

- The Stormwater Partnership has a successful rain garden and rain barrel incentive program available to any property owner living within the MS4 areas. The program is managed and implemented by the Elkhart County SWCD and a property owner can qualify for up to two (2) rain barrels and up to \$250 towards native plants for a rain garden. Before a property owner can apply for this program they must first attend an in-person or virtual workshop (a new option initiated due to the COVID-19 Pandemic) provided by the Elkhart County SWCD, which covers the basics of stormwater runoff and why rain barrels and rain gardens help our community and the environment.
  - o More information on the program can be found at: <https://www.elkcoswcd.org/homeowners/rgrb/>.
  - o The funds used for this program come from the stormwater user fees collected via the property tax bills.
  - o See BMP 5 on page 11 for statistics on how many rain barrels and rain gardens were installed as part of this incentive program.
- The Stormwater Partnership creates and distributes a two-year stormwater calendar (2022-2023) to the general public. The calendar is called the Elkhart County Waters – Building Water Quality” for 2022-2023 highlighting local waterways and water quality information.
- The Elkhart County SWCD hosted an Indiana Master Naturalist program (20 participants) and made connections to water quality and stormwater.

d) Identify stormwater BMPs installed or initiated for this MCM during this reporting period.

During this reporting period:

- Elkhart County SWCD released a number of videos to their YouTube Channel for the public to view and interact with. One video highlighted the work of the Goshen Stormwater Department to screen outlet pipes for illicit discharges ([https://www.youtube.com/watch?v=GskSrXg\\_pIQ&t=150s](https://www.youtube.com/watch?v=GskSrXg_pIQ&t=150s)).
- The first Water Fest celebration was held; see Part E, Section 17(a), BMP #4 above.



e) Describe program implementation partnerships and explain success and barriers during this reporting period.

Partnerships are a key component to implementing a stormwater program to comply with both the Construction Stormwater General Permit and the MS4 General Permit requirements as well as protecting our community's water resources and those communities downstream. The City of Goshen continues to be involved in many partnerships throughout the many watersheds Goshen is a part of: The Elkhart River Watershed, The St. Joe River Watershed, the Lake Michigan Watershed, The Great Lakes Watershed, and The North Atlantic Watershed. These partnerships include:

- The Greater Elkhart County Stormwater Partnership
  - o The Elkhart County SWCD implements the Stormwater Education Field Trip Incentive (SEFTI) Program, which pays for transportation costs for field trips to approved sites where students will learn about water resources within Elkhart County. Any teacher, administrator, or educator from an accredited K-12 school in Elkhart County is encouraged to apply. During the reporting period the SEFTI program funded six (6) field trips. The stormwater user fees fund the SEFTI program. For more information visit: <https://www.elkcoswcd.org/education/stormwater-education-field-trip-incentive/>.
- The St. Joe River Basin Commission (SJRBC)
  - o By supporting the SJRBC's work the City of Goshen benefits from research and improvements both upstream and downstream. For example, the SJRBC was able to hire Christopher Burke to complete a flood resilience plan for the North Branch of the Elkhart River showing how healthy that section of the river is. Another example of our partnership was the completion of a report on the analysis of 12 years of water quality data; see Part D, Section 16(c) for more information.
- The Northeast Indiana MS4 Group
  - o This group began meeting in 2022, as a way to work towards regional consistency in the implementation of the new stormwater permits as well as a way to share informational resources, experience, and knowledge between MS4 staff.
- The Elkhart River Restoration Association (ERRA) - <https://elkhartriver.org/>
  - o The City of Goshen has been and continues to participate in the work of the ERRA to update the Watershed Management Plan for the Upper Elkhart River by being a part of the Steering Committee. In addition, the City of Goshen agreed to partner with the ERRA to obtain a 205(j) water quality grant through IDEM to update the Watershed Management Plan for the Lower Elkhart River Watershed. The grant for the Upper Watershed began in 2022 and the grant for the Lower Watershed began at the beginning of 2023, but the work to obtain the grant took place in 2022.

In addition, the Elkhart County SWCD works closely with other natural resource agencies

such as the Elkhart County Parks, Environmental Centers, Natural Resource Conservation Service (NRCS), and schools to coordinate and plan activities in the area and make connections.

No barriers were encountered during this reporting period.

## **Part F: PUBLIC PARTICIPATION AND INVOLVEMENT**

### **18. Identify the BMPs for Public Participation and Involvement included in your SWQMP Part C and then respond to the following:**

a) *Identify progress made towards development and implementation of each BMP for this minimum control measure (MCM) including timetables and measurable goals during this reporting period.*

#### ***BMP 1: Continue to develop and implement a public participation and involvement program***

During this reporting period:

- The Elkhart County SWCD meets regularly with local entities (Elkhart County Parks, Elkhart Environmental Center, Wellfield Botanical Gardens, and others) to plan and implement new and existing education programs.
- Storm Drain Art Mural Project – See Part E, Section 17(a), BMP 4
- The public was encouraged to provide feedback on the Flood Resilience Plan via public meetings and a digital survey on the City's Flood Zone webpage ([goshenindiana.org/flood-zone](http://goshenindiana.org/flood-zone)).

#### ***BMP 2: Survey constituent attitudes and willingness to volunteer***

The Elkhart County SWCD works with the Elkhart County Indiana Master Naturalists to offer volunteer opportunities. During 2022, 1,866 volunteer hours were recorded.

Additionally, the Goshen Stormwater Department talked with the public about volunteer opportunities to help during public events, like Water Fest, or to clean up trash. The Goshen Stormwater Department worked with Lippert Components to hold a trash cleanup event along part of Horn Ditch on July 15, 2022. Both Lippert Components and the City of Goshen look forward to further collaborations to keep the Horn Ditch clean.

#### ***BMP 3: Continue to provide public notice of council, commission, and board meetings addressing stormwater issues***

All public meetings dealing with stormwater projects, programs, or issues are publicized per Indiana Open Door Law. This includes the Goshen Stormwater Board and the Greater Elkhart County Stormwater Partnership Board. The meeting dates and times are also listed at the bottom right corner of the Goshen Stormwater Department's webpage:



[www.goshenindiana.org/stormwater-management](http://www.goshenindiana.org/stormwater-management).

***BMP 4: Storm Drain Marking***

When the Goshen Water and Sewer Department installs a new storm structure it includes a warning stamp that says “No Dumping Drains to Waterway”. In addition, see Part E, Section 17(a), BMP #4 for information on the Storm Drain Art Mural project.

The public was invited to enjoy a walk or ride from mural to mural and to learn information on each artist and sponsor through an interactive map on the Storm Drain Art webpage: [goshenindiana.org/storm-drain-art](http://goshenindiana.org/storm-drain-art).

***BMP 5: Promote rain barrels, rain gardens, and other LID practices.***

The Elkhart County SWCD implements the Stormwater Partnership’s rain barrel and rain garden incentive program and during the reporting period, they held one (1) workshop with 24 participants, which resulted in one (1) rain garden being planted. In addition, the Elkhart County SWCD worked with Goshen High School teachers and students to install one (1) rain barrel (it was not part of the incentive program).

*b) Describe implementation problems encountered and changes made due to ineffectiveness or infeasibility during this reporting period.*

No implementation problems were encountered during the reporting period.

*c) Describe program BMPs that went beyond those identified in the SWQMP.*

The Elkhart County SWCD hosted an Indiana Master Naturalist program during this reporting period. The classes in the program made connections to water quality and stormwater. The participants were then required to volunteer for a minimum of 24 hours for a natural resource agency. The volunteer hours helped participants make connections and continue to be involved beyond the class.

*d) Identify stormwater BMPs installed or initiated for this MCM during reporting period.*

No additional BMPs were initiated for this MCM during the reporting period.

*e) Describe program implementation partnerships and explain successes and barriers during this reporting period.*

The Stormwater Partnership continues to meet monthly to coordinate stormwater education events and public participation opportunities for all residents of Elkhart County. These monthly meetings allow the Partners to avoid duplication of efforts and to reach a broader audience. The cooperative nature of the Stormwater Partnership has had a positive impact on the greater community.

See Part E, Section 17(e), for additional information on partnerships.

The Goshen Stormwater Department partnered with Lippert Components to hold a trash cleanup event on the portion of Horn Ditch adjacent to one of Lippert's facilities on July 15, 2022. Both Lippert Components and the City of Goshen look forward to further collaborations to keep the Horn Ditch clean.

The only barrier encountered during this reporting period for this MCM is finding a way to attract people to an event or to provide feedback. People have many opportunities and distractions to fill their time these days and moving forward this will be an ongoing barrier to overcome. However, the public involvement, interaction, and participation that did happen was rewarding and many good conversations were had.

## **Part G: ILLICIT DISCHARGE DETECTION AND ELIMINATION (IDDE)**

### **19. Identify the BMPs for IDDE included in your SWQMP Part C and then respond to the following:**

- a) *Identify progress made towards development and implementation of each BMP for this MCM including timetables and measurable goals during this reporting period (mapping, screening, etc.).*

#### **BMP 1: Storm Conveyance Mapping**

The City has maintained its conveyance mapping as system improvements are made and continues adding conveyances of private entities as they are identified. During the reporting period, 1.32 miles (6,967 linear feet) of new public storm sewer pipe was installed.

#### **BMP 2: Continued implementation of ordinances and other regulatory mechanisms that prohibit illicit discharges into the MS4 conveyances**

The City of Goshen continues to enforce its illicit discharge ordinance.

#### **BMP 3: Continue programs that detect, address, and eliminate illicit discharges, including illegal dumping, into the MS4 conveyance system.**

The Goshen Stormwater Department now has two employees and the waterways and outfalls have been divided up into five sections so an outfall survey can be conducted each year to evaluate the condition of regulated outfalls and conduct dry weather screening to identify any illicit connections to MS4 conveyances. The survey process has been integrated with the City's GIS, which allows quicker inspections and better integration of the survey data for future reference and tracking.

- During this reporting period, staff screened 46 public outfalls and no illicit discharges were found.

In addition:

- The City evaluates industrial facilities on a case-by-case basis to determine whether discharges to an MS4 conveyance comply with all applicable ordinances.
- The City uses its closed-circuit camera truck to document the existing condition of sanitary and storm sewer pipes and to identify any unknown connections. The collected data is then integrated into the City's GIS.
- The City issues a challenge to all employees called "The Great Stormwater Hunt," in which City employees can report potential illicit discharge incidents. The incident reports are investigated and an illicit discharge determination is made. If an illicit discharge is occurring the Stormwater Department follows up with the violator and ensures proper cleanup takes place.
  - o During this reporting period, City employees and elected officials reported 21 incidents with eight (8) determined to be an illicit discharge, 12 identified as an erosion and sediment control issue, and one (1) classified as a non-illicit discharge stormwater issue.

**BMP 4: Continue education programs about the hazards associated with illicit discharges and improper disposal of waste.**

During this reporting period:

- The Stormwater Newsletter (See Part E, Section 17(a), BMP 1) included illicit discharge information and encouragement to look for potential illicit discharge incidents.
- When possible, educational information is handed out to those who have caused an illicit discharge to educate them to prevent future illicit discharge incidents.

**BMP 5: Continue existing recycling programs for commonly dumped wastes.**

The Elkhart County Landfill & Solid Waste Management District began to close down recycling centers throughout Elkhart County during the 2022 reporting period due to misuse by community members. The City of Goshen and Elkhart County entered into an agreement for the City to build a new recycling drop-off center with funding assistance from the County. Once the facility is open it will be managed by the City of Goshen and open to all residents of Elkhart County.

In addition, a new trash and recycling contract with Borden Waste Away began on August 1, 2022. This new contract began the curbside recycling program for all residential properties within the City. The Goshen Environmental Resilience Department manages the contract and works to provide information and resources to community members on their webpage: [goshenindiana.org/trash-recycling](https://goshenindiana.org/trash-recycling).

The City of Goshen offers a program called "Beautify Goshen" where city residents can drop off many items (e.g., tires; non-hazardous refuse (e.g., furniture, carpeting, lumber, drywall, insulation, etc.); e-waste; and white goods (e.g. refrigerators, air conditioners, etc.)) to the Street Department during the first full week in May with no limitations on the number of

items that can be disposed of.

- b) *Describe implementation problems or challenges encountered, particularly as it relates to mapping and screening of outfalls during this reporting period.*

One challenge the City of Goshen has encountered more so during this reporting period is how to concretely prove someone has violated the City's illicit discharge ordinance. The issue is without the purported violator's name on the released material (e.g., trash) or pictorial or video evidence of the release the violator cannot be charged with a violation. The Goshen Stormwater Department is working on ways to address this challenge.

- c) *Identify changes made to the IDDE Plan during this reporting period if applicable.*

No changes were made to the City's IDDE Plan.

- d) *Identify updates or revisions to IDDE ordinance or other regulatory mechanism made during this reporting period.*

No updates or revisions were made during the reporting period.

- e) *Describe level of mapping and screening completed to date. If there are unmapped or unscreened outfalls, provide a plan and timetable for completion.*

During this reporting period:

- Mapping is complete and all regulated outfalls have been screened within the past five years.
- Non-regulated private outfalls have also been screened.
- All new outfalls and newly constructed or discovered outfalls are GPS located and cataloged in the City's GIS.

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| <b>Part H: CONSTRUCTION SITE STORMWATER RUNOFF CONTROL</b> |
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| <b>20. Identify the BMPs for the Construction Site Stormwater Runoff Control Program included in your SWQMP Part C and then respond to the following:</b> |
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- a) *Identify progress made towards development and implementation of each BMP for this minimum control measure (MCM) including timetables and measurable goals during this reporting period.*

**BMP 1: Continue to implement construction site stormwater management ordinances**

The City of Goshen has a construction site runoff control ordinance that met the requirements of Rule 5, which was replaced by the Construction Stormwater General Permit (CSGP) at the end of 2021. The City of Goshen is currently working to update

stormwater ordinances to comply with both the CSGP and the MS4 General Permit. Additionally, the City of Goshen partners with the Elkhart County SWCD to review project SWPPPs and conduct routine site inspections. The City of Goshen also conducts routine site inspections of construction sites and if the SWCD is not able to get compliance from a construction project then the City of Goshen will take necessary enforcement steps to bring the construction project into compliance.

The Elkhart County SWCD keeps a monthly summary report of construction site SWPPP reviews and inspections, which can be provided upon request. During the reporting period, the Elkhart County SWCD reviewed 12 SWPPPs (three (3) public, nine (9) private), conducted 75 site inspections, and approved 21 construction sites for the submittal of a Notice of Termination application to IDEM.

During the reporting period, the City of Goshen conducted 118 inspections and took the following enforcement actions:

- Warning Letter of Non-compliance: 2
- Violation Notice: 12
- Brought before Stormwater Board for Public Hearing: 0
- Stop Work Order: 0
- Agreed Order: 0
- Penalties Assessed: \$0

**BMP 2: Annual training of MS4 Area inspectors and plan reviewers**

City of Goshen stormwater staff attended or participated in the following training sessions during the reporting period:

Stormwater Superintendent

- Indiana MS4 Partnership Annual Meeting (May)

Stormwater Coordinator – Jason Kauffman

- Showcasing Leading Practices in Climate Adaptation Webinar Series – Webinar 5: Green Stormwater Infrastructure (January)
- LTAP Stormwater Drainage Conference (February)
- IN Water Resource Regulatory Update & Discussion Webinar (February)
- Christopher Burke Engineering Webinar Series – New IDEM Construction Stormwater General Permit (February)
- Indiana MS4 Partnership Annual Meeting (May)
- Setting the Standard for Trash and Litter Capture – Sponsored by StormTrap (September)
- INAFSM Annual Conference (September)
- Hydro International Webinar Series - Weather and Climate Science for Stormwater Management (September)

Stormwater Specialist – Mattie Lehman

- Indiana Watershed Leadership Academy
- WOTUS and Wetland Indiana Regulations (February)
- Warsaw Stormwater Utility's ESC Webinar (April)
- Indiana MS4 Partnership Annual Meeting (May)

Stormwater Technician (New Hire) – Ryan Miller

- MS4 CECI Training with NPDES Institute (August)
- INAFSM Annual Conference (September)
- Reviewed the INAFSM Good Housekeeping and Pollution Prevention Modules

Stormwater Specialist (New Hire) Boston Snyder

- City of Fort Wayne Northern Indiana Stormwater Conference (October)

Elkhart County SWCD Conservationist – Todd Clark

- 60 total Professional Development Hours in 2022
- LTAP – Purdue University 2/10/2022 - 8 hours
- Indiana MS4 Partnership Annual Conference - Indianapolis 5/10/2022 – 8 hours
- MS4 CECI Training with NPDES Institute – LaPorte 8/25 & 8/26/2022 - 16 hours (+ certification)
- INAFSM Annual Conference – South Bend 9/14, 9/15, 9/16 2022 - 15 hours
- Northern Indiana Stormwater Conference – Fort Wayne 10/5/2022 – 8 hours
- IDEM SWCD Plan Reviewers Training – Warsaw 12/14/2022 – 5 hours

***BMP 3: Continue to implement programs to receive, track, and respond to construction site stormwater complaints***

The Elkhart County SWCD houses a report a polluter page on their website for general illicit discharges that would include sediment tracking or discharges off construction sites. Additionally, contact information is made available for all members of the stormwater partnership. All complaints that are directed to the SWCD are tracked on a summary report housed at the SWCD and disseminated to the Stormwater Partnership members monthly. Complaints are inspected and tracked in the PermiTrack<sub>ESC</sub> system and turned over for enforcement if compliance is not met.

During this reporting period, the Elkhart County SWCD received one (1) complaint within the City of Goshen. A complaint log is kept, documenting the date and nature of the complaint as well as all responsive actions taken.

The City of Goshen also tracks erosion and sediment control complaints and received 12 from City Staff, which is recorded in the Great Stormwater Hunt documentation (see Part G, Section 19(a), BMP #3) and one (1) complaint from a community member, for a total



of 14 construction site stormwater related complaints.

***BMP 4: Continue to provide educational workshops for contractors***

Due to past challenges in reaching contractors, developers, plan preparers, and others in the construction industry, the Elkhart County SWCD pivoted and began implementing a flexible training opportunity that “Brings the Contractor Workshop to the Contractor”. The 90-minute training covers the CSGP and the PermiTrack<sub>ESC</sub> inspection cloud-based software the Stormwater Partnership requires inspectors to use. This training is intended to offer Elkhart County-specific information and is available in-person, virtual, on-site, and at the office of the contractor as an addition to an existing meeting. Each year an additional large group workshop will be offered to serve as an annual training update for contractors. This large group training did not happen in 2022, however, the 90-minute trainings reached more than 200 inspectors, contractors, and engineers.

b) Describe program implementation partnerships and explain successes and barriers during this reporting period.

The collaboration the Stormwater Partnership entities have with the Elkhart County SWCD allows for plan reviews and initial site inspections (pre-construction meetings) to be consistent throughout all MS4 areas. To make the SWPPP submittal process faster the Elkhart County SWCD now requires all SWPPP submittals to be provided electronically. This has been a success in reducing the amount of time engineering firms spend on submitting a project SWPPP and this has been appreciated.

One challenge the Stormwater Partnership and the Elkhart County SWCD continue to encounter is the confusion contractors sometimes have regarding who is responsible for issuing violations and implementing enforcement ordinances. This is an ongoing challenge the Stormwater Partnership has been dealing with for many years and seems to persist because of the turnover experienced in the construction industry. When this issue arises the Elkhart County SWCD and the City of Goshen work together to explain how our partnership works.

c) Identify the number of construction sites permitted during this reporting period and identify the number and type of enforcement actions taken against construction site operators during the same period.

See Part H Section 20(a), BMP 1 above for this information.

d) Identify the number and types of training opportunities that were provided to contractors, developers, and builders during this permit period.

See Part H, Section 20(a), BMP 4 above explaining how seven (7) training meetings were provided.

e) MS4 personnel responsible for plan review, inspection, and enforcement of construction activities shall receive at a minimum, annual training addressing appropriate control measures, inspection protocol, and enforcement procedures. Identify training provided to MS4 personnel responsible for these activities during this reporting period.

See Part H, Section 20(a), BMP 2 above for the training MS4 staff received.

f) Identify updates or revisions to the stormwater construction ordinance or other regulatory mechanism made during this reporting period.

No updates or revisions were made during the reporting period.

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| <b>Part I: POST-CONSTRUCTION STORMWATER RUNOFF CONTROL</b>  |
| <b>21. Identify the BMPs for Post-construction Stormwater Runoff Control included in your SWQMP Part C and then respond to the following:</b> |

a) Identify progress made towards development and implementation of each BMP in the SWQMP including timetables and measurable goals during this reporting period.

**BMP 1: Continue to implement post-construction ordinances.**

The City of Goshen continues to carry out detailed review processes for post-construction plan review and when found to be acceptable, along with the project site plans, each document is accepted and signed by The Goshen Stormwater Board, and recorded at the County Recorder's Office. Parcels with a Post-Construction Stormwater Management Plan are documented in the City's GIS for tracking purposes.

**BMP 2: Where appropriate, the MS4 entities shall use storage, infiltration, filtering, and/or vegetative practices to reduce the impact of pollutants in stormwater runoff on the receiving waters.**

Where necessary oil/water and sand separators are required to be installed on both private and public projects to prevent oils, fuels, etc. from being discharged with stormwater.

Where a project requires a new outlet or a new connection to an existing outlet to an MS4 conveyance, waterbody, or waterway the City of Goshen requires some type of stormwater treatment unit be installed (e.g., hydrodynamic separator or a pipe downturn or similar device).

- During this reporting period, zero (0) stormwater treatment units were installed on publicly funded projects.
- The City's goal is to visually inspect all private and public stormwater treatment measures annually and have the MS4-owned and operated



(public) units cleaned. It should be noted that all 14 publicly owned treatment units were cleaned during this reporting period and some had not been cleaned for nearly five (5) years.

The City works to minimize the installation of Class V injection wells, however, if conditions on a project necessitate the installation of a Class V injection well(s) then the project/property owner is required to submit the proper registration forms to the EPA and provide a copy to the City Engineering Department.

**BMP 3: Annual Personnel Training.**

See Part H, Section 20(a), BMP 2 for a list of training City of Goshen Stormwater staff attended during this reporting period.

**BMP 4: Operational and maintenance plan for structural stormwater BMPs.**

The City's post-construction ordinance is set up to review properties with a post-construction stormwater plan on a 5-year interval. The City continues to work with property owners with a post-construction plan to educate them on their agreed responsibilities. This is an ongoing effort due to employee turnover and property ownership changes.

b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility during this reporting period.

Although the requirements have been established for many years, the City continues to receive plans that are not acceptable and must be resubmitted two or three times. Staff continues to spend a considerable amount of time with plan reviews and therefore, the City provides an example post-construction stormwater management plan (PCSMP) and stormwater maintenance agreement to organizations who are new to the area to help them with the submittal of an acceptable PCSMP.

The City of Goshen reversed a policy to accept PCSMPs at the end of a project to only record one document with the Elkhart County Recorder's office due to an exorbitant amount of time having to be spent on "chasing" down PCSMPs that were not being submitted promptly. The Goshen Stormwater Department will hold up the issuance of a Certificate of Occupancy (C of O) until the signed PCSMP is submitted.

To ensure all post-construction stormwater quality and quantity measures are properly installed and the project site is adequately stabilized a final site inspection is conducted before a C of O is issued by the Goshen Building Department. Issues identified during this final site inspection must be corrected before the C of O is issued.

To allow for occupancy of a building completed between November and March a project owner can enter into an agreement with the City of Goshen called a Completion Agreement

(Agreement). This Agreement allows for a C of O to be released before a site is adequately stabilized and/or Planning Department requirements have been met due to winter weather conditions (i.e., frozen ground). The Agreement is accompanied by a Surety (cash, check, bond, etc.) to ensure that if the project owner does not complete the agreed work by a specific date, then the City of Goshen can complete the work for them and recoup their costs by way of the Surety. Additionally, the property owner is required to have temporary erosion and sediment control measures installed and to maintain them until the Agreement requirements have been satisfied.

c) Describe program implementation partnerships and explain successes and barriers.

The Goshen Stormwater Management Department works with City Departments as described above in Section b). Working with the Water & Sewer Department to clean out publicly owned stormwater treatment units was a success during this reporting period.

d) MS4 area personnel responsible for implementation of the post-construction MCM shall receive, at a minimum, annual training. Identify training provided to MS4 personnel responsible for these activities during this reporting period.

See Part H, Section 20 (a), BMP 2 for the training the City of Goshen Stormwater staff attended during this reporting period.

e) Identify updates or revisions to the stormwater ordinance or other regulatory mechanism made during this reporting period.

No updates to the post-construction ordinance have occurred during this reporting period, however, the Stormwater Departments policy of the past few years to record post-construction stormwater management plans towards the end of projects has been changed back to recording PCSMPs at the beginning of a project. This is due to project owners and plan preparers not submitting the final PCSMP document promptly at the end of a project requiring the Stormwater Department to spend an exorbitant amount of time “chasing” the submittal of the PCSMP.

The Occupancy Permit Agreement process was updated and renamed Completion Agreement due to confusion caused by the name and contractors and property owners thinking the Occupancy Permit Agreement took the place of the Certificate of Occupancy issued by the Goshen Building Department.

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| <b>Part J: MUNICIPAL OPERATIONS POLLUTION PREVENTION AND GOOD HOUSEKEEPING</b> |
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| <b>22. Identify the BMPs for Pollution Prevention and Good Housekeeping included in your SWQMP Part C and then respond to the following:</b> |
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a) *Identify progress made towards development and implementation of each BMP in the*

*SWQMP including timetables and measurable goals during this reporting period.*

**BMP 1: Continue to implement Good Housekeeping plans**

For the reporting period:

- Goshen continues to maintain its facility inspection records and updated the Stormwater Pollution Prevention Plan for each municipal facility.
- City employees receive monthly stormwater training through the Stormwater Toolbox Newsletter.
- Relevant and helpful stormwater training webinars are also passed on to department heads to be shown to their employees.
- Pollution prevention and good housekeeping training have increased employee awareness and have led to more reports of potential illicit discharge incidents observed throughout the City.

**BMP 2: Controls to minimize the discharge of pollutants from existing operational areas.**

For the reporting period:

- The City maintained a total of 18 “Pet Mitten Disposable Pet Waste Mitten” dispensers along pedestrian paths and in City parks for use by the public to help clean up after their pets and to keep *E. coli* and other bacteria from becoming a stormwater pollutant.
- Pollution prevention and good housekeeping measures continue to be used at municipal facilities throughout the City. Additional measures are purchased as needs are identified.
- The City continues to look into using alternative stormwater practices like green infrastructure, instead of curb and gutter and stormwater pipe.
- Goshen’s annual catch basin cleaning and maintenance program collected **1,395\* cubic yards** of material, while the street sweeping program collected **3,804.75 tons** of material during this reporting period. All of this material was prevented from going into our local rivers and streams.
  - o \*The amount of material removed from catch basins included the accumulated debris from the City’s 14 stormwater treatment units, some of which had not been cleaned out for nearly five years.

**BMP 3: Pollution reduction and prevention from flood improvement projects.**

During the reporting period, the City of Goshen had no new flood improvement projects, however, the construction of the new Parks Maintenance Building began as part of the relocation of Parks and Recreation buildings out of the floodplain of the Elkhart River due to damages sustained during the historic flood of February 2018. The new building is expected to be completed in 2023 and discussions are ongoing regarding how the existing building and improvements will be handled.

#### **BMP 4: MS4 Area employee training**

During this reporting period:

- MS4 employee training is offered monthly through the Stormwater Toolbox Newsletter, which is emailed to all employees along with a bi-weekly City newsletter called the Maple City Communicator. For those employees who do not receive email, the newsletter is printed out and gone over during a department meeting.
- Additional training is offered as it becomes available.
- The following City departments have employees licensed through the Office of Indiana State Chemist for the application of pesticides, fertilizers, or herbicides. These employees attend annual training to maintain their licenses.
  - o Maintenance Department – one employee with a Category 3B pesticide applicator license
    - The application of pesticides, fertilizers, and herbicides by the Parks Department falls under the Maintenance Department employee license.
  - o Water & Sewer Department – two employees with a Category 8 and Core applicator license
- The City of Goshen is working with the Parks Department and Cemeteries to have at least one person receive the Core Training from the Office of Indiana State Chemist.

*b) Describe implementation problems encountered and changes due to ineffectiveness or infeasibility as it relates to pollution prevention and good housekeeping at MS4-owned and operated facilities during this reporting period.*

During this reporting period, no problems have been encountered or changes implemented due to ineffectiveness or infeasibility at our MS4-owned and operated facilities.

*c) Identify stormwater BMPs installed or initiated at MS4-owned and operated facilities.*

A vector truck receiving station was completed as part of the Wastewater Treatment Plant site improvements project during the reporting period. This station allows the City's two (2) vector trucks to empty their tanks into two dewatering boxes/dumpsters, which will contain the solids picked up during operation and allow the water to drain to the sanitary sewer.

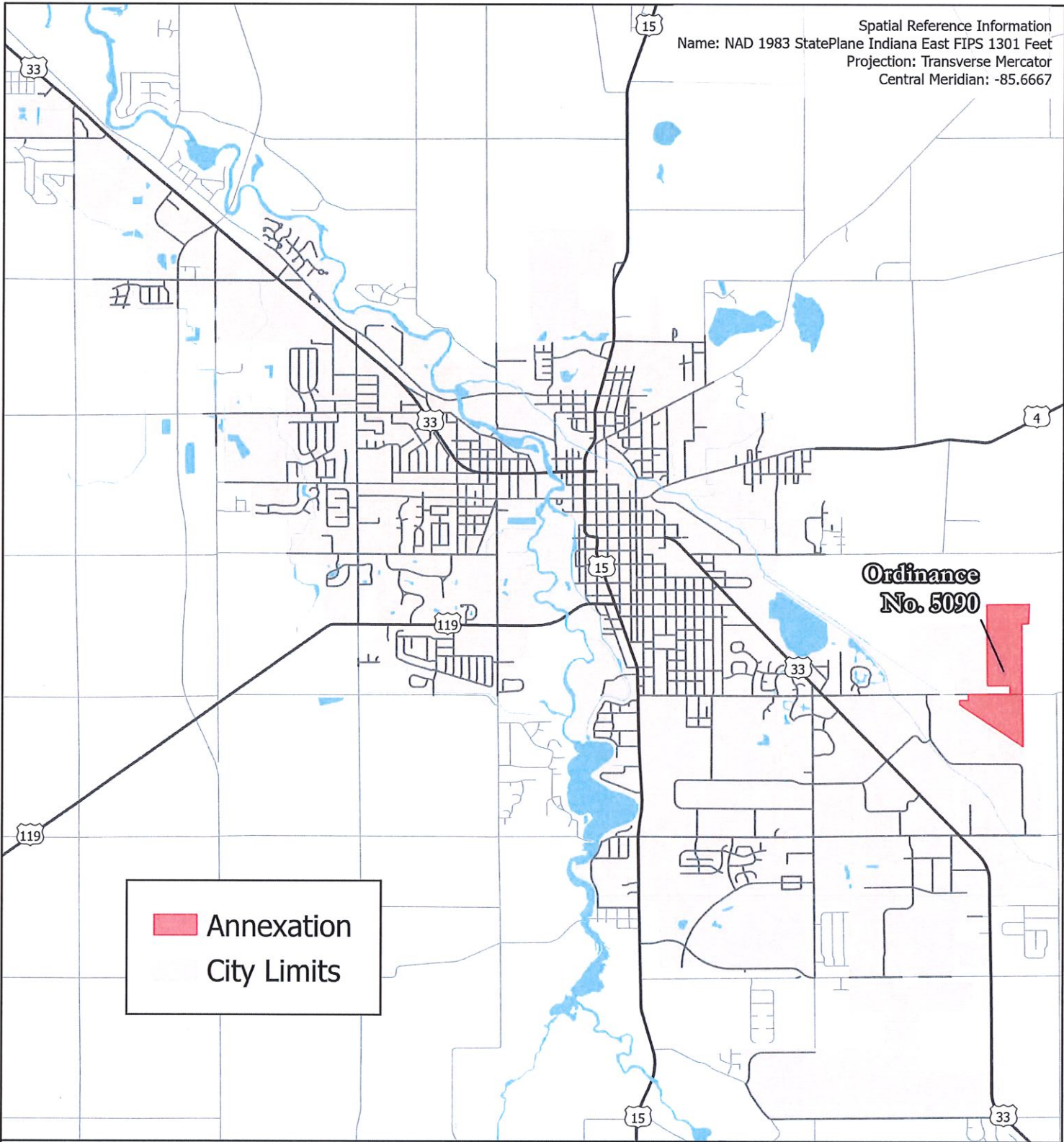
*d) Identify and describe appropriate stormwater training provided to MS4 employees. Employees are required to have a minimum training once per year.*



Goshen: See Part J, Section 22(a), BMP 4 above.

# **APPENDIX B: STORMWATER ANNUAL REPORT – ANNEXATION MAP**

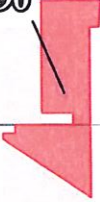
**REPORTING PERIOD: 2022**

Spatial Reference Information  
Name: NAD 1983 StatePlane Indiana East FIPS 1301 Feet  
Projection: Transverse Mercator  
Central Meridian: -85.6667



 Annexation  
 City Limits

**Ordinance  
No. 5090**



# City of Goshen Annexations Since 2020

Created: 3/28/2023



1 inch = 5,000 feet  
0 0.75 1.5  
Miles

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**The City of Goshen**  
Department of Public Works &  
Safety Office of Engineering  
204 East Jefferson Street, Goshen, Indiana 46528  
Phone: 574-534-2201 Fax: 574-533-8626





**CITY OF GOSHEN LEGAL DEPARTMENT**  
**Matt Lawson, Assistant City Attorney**

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

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

## **MEMO**

**TO:** Board of Public Works and Safety  
**FROM:** Matt Lawson, Asst. City Attorney  
**DATE:** April 7, 2023  
**RE:** Building Commissioner Order – 907 ½ S. Main St. Goshen, Indiana 46528 (Ron Davidhizar)

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A hearing will be held before the Goshen Board of Public Works and Safety on **Monday, April 10, 2022 at 2:00 p.m.**, or soon thereafter, for the purpose of reviewing the attached Order of the City of Goshen Building Commissioner regarding the property located at 907 ½ S. Main St., Goshen, Indiana 46528. The December 22, 2022 Notice of Violation and corresponding inspection photographs are also attached.

**The Board of Public Works and Safety needs to determine whether the house is unsafe and decide whether to affirm, modify, or rescind the Building Commissioner's Order.**

Please let me know if you have any comments, questions, or further instruction for me at this time.

Respectfully,

A handwritten signature in black ink that reads "Matt Lawson".

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**Matt Lawson**  
Asst. City Attorney  
P: 574-537-3807  
[mattlawson@goshencity.com](mailto:mattlawson@goshencity.com)

# ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

March 8, 2023

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

**TO: RON DAVIDHIZAR**  
203 Middlebury St.  
Goshen, IN 46528

**OCCUPANT**  
907 ½ S. Main St.  
Goshen, IN 46528

**RE: Premises at 907 ½ S. Main St., Goshen, Indiana 46528**

You are notified as a person holding a substantial property interest in the real estate at **907 ½ S. Main St., Goshen, Indiana 46528**, that the building or structure at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on **July 5, 2022**. Violations of the Accumulation of Materials, Building Code, and Neighborhood Preservation Ordinance code sections were cited. The real estate was reinspected on **November 7, 2022, December 19, 2022**, and again on **January 19, 2023**, which showed no significant improvement to the real estate.

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

The following seven (7) violations of Title 6 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

| VIOLATIONS & CORRECTIVE ACTION ORDERED |  |   |  |
|--|--|---|--|
| #                                      | DESCRIPTION  | CODE SECTION VIOLATED   | CORRECTIVE ACTION ORDERED  |
| 1                                      | The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property. | <b>6.3.1.1(c)</b><br>Roof   | 1.) The roof and flashing on the building are not sound. There was damage to the roof at the rear of the structure from a previous storm. The roof needs to be assessed for damage and repaired or replaced.<br>2.) Roof drainage in the building is not adequate to prevent dampness or deterioration in the walls or interior portion of the building. |
| 2                                      | Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.                                    | <b>6.3.1.1(b)</b><br>Privacy, Weather Tight, Good Repair - Exterior | The building's walls have not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was damage to the siding at the rear of the dwelling that needs to be repaired.  |
| 3                                      | Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is   | <b>6.3.1.2(b)</b><br>Bathroom - Sink and Toilet                     | The dwelling unit at the above cited property does not contain a room which is equipped with a flush toilet and a bathroom sink in good working condition.<br>1.) The faucet on the bathroom sink was leaking. The plumbing needs to be assessed and faucet repaired or replaced.  |

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

|   |  |  |   |
|---|--|--|---|
|   | available, to a septic system approved by the City of Goshen.  |  | 2.) The toilet was loose and needs to be firmly anchored to the floor.  |
| 4 | Every supplied facility, piece of equipment, or utility which is required under this Code Article shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition. All electrical systems, fuel connections, mechanical systems or plumbing systems must be in property working order and maintained in a manner that the systems will work safely. | <b>6.3.1.1(a)</b><br>Safe and Satisfactory Condition of Facility, Equipment, Utility | There were two exterior light fixtures that were not properly covered. The wiring needs to be concealed and globes installed for protection from the elements.  |
| 5 | Allow an accumulation of materials on real estate or on a residential porch or patio if the accumulation creates a harborage for rodents or insects. Such materials include, but are not limited to brush, metals, rubber, concrete, plastics, wood products, cardboard boxes, garbage, litter, trash, refuse and rubbish.   | <b>6.10.1.4(b)(2)</b><br>Accumulation of Materials - Harborage for Rodents           | An accumulation of materials, namely rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was trash, junk, and debris at the side and rear of the property that needs to be removed.   |
| 6 | If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.   | <b>6.3.1.1(ff)</b><br>Vacant Property to be Secured                                  | The windows and exterior door on vacant unit need to be properly secured.   |
| 7 | Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.   | <b>6.3.1.1(d)</b><br>Windows and Doors   | The building has windows that have not been kept reasonably weather tight and in good repair. Glazing materials have not been maintained free from cracks and holes. All broken windows must be repaired or replaced to make weather tight. |

These violations make the premises at 907 ½ S. Main St., Goshen, Indiana 46528 unsafe.

You are ordered to vacate the unsafe building and to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition or maintenance required for human habitation, occupancy or use by completing all repairs set forth in the “Corrective Action Ordered” section of the table, above so that the building and/or structure is in compliance with Title 6 of the Goshen City Code by **April 7, 2023.**

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

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, April 10, 2023 at 2:00 p.m.,** or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code §36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building affected by this Order, you must also supply Goshen Building Commissioner, Myron Grise,

with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the legal instrument under which the transfer or agreement to transfer the substantial property interest is accomplished. Mr. Grise's office is located at 204 East Jefferson Street, Goshen, Indiana 46528, or you may contact him at (574) 534-2104. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made.

This Order of the City of Goshen Building Commissioner is issued on **March 8, 2023**.

City of Goshen Building Department



**GOSHEN BUILDING DEPARTMENT**

204 E. Jefferson St., Suite 5

Goshen, IN 46528

Website: [building@goshencity.com](mailto:building@goshencity.com)

/s/ Myron Grise

**MYRON GRISE**

Building Commissioner

**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing *Order of the City of Goshen Building Commissioner* for the premises at 907 ½ S. Main St., Goshen, Indiana 46528, was served by sending a copy via certified mail, return receipt requested, and via regular first-class mail to the last known address of the following persons to be notified on **March 8, 2023**.

**RON DAVIDHIZAR**

203 Middlebury St.

Goshen, IN 46528

**OCCUPANT**

907 ½ S. Main St.,

Goshen, Indiana 46528

A handwritten signature in black ink that reads "Matt Lawson".

MATT LAWSON

Asst. City Attorney

City of Goshen

## Final Notice of Violation



### City of Goshen

Ryan Conrad  
Rental Inspector  
5745373822  
ryanconrad@goshencity.com

### FINAL NOTICE

December 22, 2022

Ron Davidhizar  
203 Middlebury St  
Goshen, IN 46528

**RE: 907 S Main St 1, Violation # 22-0938-NHP**  
201116280013000015

Dear Property Owner:

Our latest inspection revealed that this violation is not in full compliance after our last letter dated 7/5/2022 relative to the above-referenced property.

For your review, the table below shows outstanding violation(s) and the specific code, as set out in the Goshen City Code.

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#### 6.3.1.1(c)

#### Roof

NPO

The roof and flashing shall be sound, tight and not have defects that admit rain. Roof drainage shall be adequate to prevent dampness or deterioration in the walls or interior portion of the building. Roof drains, gutters, and down spouts shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a hazard on the premises or adjacent property.

- 1.) The roof and flashing on the building are not sound. There was damage to the roof at the rear of the structure from a previous storm. The roof needs to be assessed for damage and repaired or replaced.
- 2.) Roof drainage in the building is not adequate to prevent dampness or deterioration in the walls or interior portion of the building.

---

#### 6.3.1.1(b)

#### Privacy, Weather Tight, Good Repair - Exterior

NPO

Every foundation, floor, wall, ceiling, and roof shall be reasonably weather tight and rodent proof; shall be capable of affording privacy, and shall be kept in good repair. All foundation systems must be firmly supported and free from open cracks and breaks. All foundation systems must be capable of supporting all nominal loads and capable of resisting all load effects.



The building's walls have not been kept reasonably weather tight and rodent proof. The building has not been kept in good repair. There was damage to the siding at the rear of the dwelling that needs to be repaired.

---

**6.3.1.2(b) Bathroom - Sink and Toilet**

NPO Every dwelling unit, except as otherwise permitted under Subsection (d), shall contain a room which affords privacy to a person within said room, and which is equipped with a flush toilet and a bathroom sink in good working condition, properly connected to a water and sewer system if available; if no sewer is available, to a septic system approved by the City of Goshen.

The dwelling unit at the above cited property does not contain a room which is equipped with a flush toilet and a bathroom sink in good working condition.

- 1.) The faucet on the bathroom sink was leaking. The plumbing needs to be assessed and faucet repaired or replaced.
- 2.) The toilet was loose and needs to be firmly anchored to the floor.

---

**6.3.1.1(a) Safe and Satisfactory Condition of Facility, Equipment, Utility**

NPO Every supplied facility, piece of equipment, or utility which is required under this Code Article shall be so constructed or installed that it will function safely and effectively, and shall be maintained in satisfactory working condition. All electrical systems, fuel connections, mechanical systems or plumbing systems must be in property working order and maintained in a manner that the systems will work safely.

There were two exterior light fixtures that were not properly covered. The wiring needs to be concealed and globes installed for protection from the elements.

---

**6.10.1.4(b)(2) Accumulation of Materials - Harborage for Rodents**

NPO Allow an accumulation of materials on real estate or on a residential porch or patio if the accumulation creates a harborage for rodents or insects. Such materials include, but are not limited to brush, metals, rubber, concrete, plastics, wood products, cardboard boxes, garbage, litter, trash, refuse and rubbish.

An accumulation of materials, namely rubbish, on the real estate of the above cited property creates a harborage for rodents or insects. There was trash, junk, and debris at the side and rear of the property that needs to be removed.

---

**6.3.1.1(ff) Vacant Property to be Secured**

NPO If a building, garage, accessory or structure is vacant, all exterior doors, exterior windows, exterior basement entrances and any other points of entry shall be locked and secured from intrusion by unauthorized persons.

The windows and exterior door on vacant unit need to be properly secured.

Commented [CR1]:

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**6.3.1.1(d) Windows and Doors**

NPO Every window, exterior door, and basement hatchway shall be reasonably weather tight and rodent proof, and shall be kept in sound working condition and good repair. All glazing materials shall be maintained free from cracks and holes.

The building has windows that have not been kept reasonably weather tight and in good repair. Glazing materials have not been maintained free from cracks and holes. All broken windows must be repaired or replaced to make weather tight.

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If you are not the owner or manager of this property, please contact us at 5745373822 as soon as possible to correct our records. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Conrad", written over a horizontal line.

Ryan Conrad  
Rental Inspector

