



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., June 5, 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: May 24, 2023

Approval of Agenda

- 1) Open bids:** Up to seven 2024 Police Pursuit SUV(s) (bids due 1:45 p.m., June 5, 2023)
- 2) Edgar Saucedo request:** Approve a 42-foot driveway at 612 Mercer Avenue
- 3) Community-Pro Education request:** Street closures, street barriers and other City services for the Hispanic Heritage Month celebration, 1 p.m.-11 p.m., on Sept. 16, 2023
- 4) St. John the Evangelist Catholic Church request:** The limited closure of South Main Street, Douglas Street, Third Street and Monroe Street for the annual Corpus Christi Procession on Sunday, June 11, 2023 from noon to 2 p.m.
- 5) RESToR Church request:** Partial closure of Fifth Street, from Madison Street to the first alley to the south, on Sunday, July 23, 2023 for the annual Fair Floats and Food Trucks event
- 6) Legal Department:** Approve and authorize Mayor Stutsman to execute the agreement with Emergency Radio Services, Inc. for the service maintenance program of Goshen Fire Department's mobile and portable radios at an annual cost of \$2,871.43
- 7) Legal Department:** Approve and authorize Mayor Stutsman to execute the agreement with Baker Tilly US, LLP for financial advisory and accounting services, Jan. 1, 2023 through Dec. 31, 2024, at a cost not to exceed \$69,000 for Civil City and \$24,000 for Utilities
- 8) Legal Department:** Accept the easements at 1006 S. Indiana Avenue for Goshen City water and sewer utility purposes from Greenwood Rental Properties, LLC, and authorize the Mayor to execute the acceptance pages on behalf of the City of Goshen



9) Engineering Department: Approve contract Amendment No. 1 for the "Linear Asset Management and Capital Planning for City of Goshen Water and Wastewater" and for the "Permitting and Land Management System" for a total amended value of \$12,918.48

10) Engineering Department: Approve lane restrictions on Indiana Avenue of the northbound and southbound lanes of Indiana Avenue apartments, June 7-June 9, 2023

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., June 5, 2023

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

Members: Mayor Stutsman, Mike Landis and Mary Nichols

11) Approve Resolution 2023-17, Interlocal Agreement with City of Elkhart for Stormwater Education Programs

12) Accept the post-construction stormwater management plan for Bethany Christian Schools East Athletic Complex

13) Accept the post-construction stormwater management plan for Horizons of Hope, Inc. Building #2

14) Accept the post-construction stormwater management plan for Kropf TV Transport Facility

15) Accept the post-construction stormwater management plan for Whispering Pines Court Phases Two and Three

Approval of Civil City and Utility Claims

Adjournment



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE MAY 24, 2023 REGULAR MEETING**

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

Present: Mayor Jeremy Stutsman, Mike Landis and Mary Nichols

Absent: Barb Swartley

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

REVIEW/APPROVE MINUTES: Mayor Stutsman presented the minutes of the May 15, 2023 Regular Meeting. Board member Mike Landis moved to approve the minutes of the May 15, 2023 meeting as presented. The motion was seconded by Board member Mary Nichols. Motion passed 3-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board member Landis moved to approve the agenda as presented. Board member Nichols seconded the motion. Motion passed 3-0.

1) Fire Department: Promotion of Shane D. McKerchie to Assistant Chief

Goshen Fire Department Chief Danny Sink told the Board that Shane D. McKerchie has passed all of the required tests and standards required for promotion at the Fire Department. Chief Sink said it was his pleasure to request approval for the promotion of McKerchie to the rank of Assistant Chief, retroactive to May 22, 2023.

Landis/Nichols moved to approve the promotion of Shane D. McKerchie to the rank of Assistant Chief for the Goshen Fire Department, retroactive to May 22, 2023. Motion passed 3-0.

After the Board's approval, Mayor Stutsman swore Shane D. McKerchie into office as Assistant Chief.

2) Fire Department: Promotion of Camden L. Bontrager to Fire Lieutenant

Goshen Fire Department Chief Danny Sink told the Board that Camden L. Bontrager has passed all of the required tests and standards required for promotion at the Fire Department. Chief Sink said it was his pleasure to request approval for the promotion of Bontrager to the rank of Fire Lieutenant, retroactive to May 22, 2023.

Landis/Nichols moved to approve the promotion of Camden L. Bontrager to the rank of Lieutenant for the Goshen Fire Department, retroactive to May 22, 2023. Motion passed 3-0.

After the Board's approval, Mayor Stutsman swore Camden L. Bontrager into office as a Lieutenant.

3) Fire Department: Promotion of Matthew R. Stamm to Fire Sergeant

Goshen Fire Department Chief Danny Sink told the Board that Matthew R. Stamm has passed all of the required tests and standards required for promotion at the Fire Department. Chief Sink said it was his pleasure to request approval for the promotion of Stamm to the rank of Fire Sergeant, retroactive to May 22, 2023.

Landis/Nichols moved to approve the promotion of Matthew R. Stamm to the rank of Fire Sergeant for the Goshen Fire Department, retroactive to May 22, 2023. Motion passed 3-0.

After the Board's approval, Mayor Stutsman swore Matthew R. Stamm into office as a Fire Sergeant.



4) Fire Department: Promotion of Jonathan M. Weishaupt to EMS Lieutenant

Goshen Fire Department Chief Danny Sink told the Board that **Jonathan M. Weishaupt** has passed all of the required tests and standards required for promotion at the Fire Department. Chief Sink said it was his pleasure to request approval for the promotion of Weishaupt to the rank of EMS Lieutenant, retroactive to May 22, 2023.

Landis/Nichols moved to approve the promotion of **Jonathan M. Weishaupt** to the rank of EMS Lieutenant for the Goshen Fire Department, retroactive to May 22, 2023. Motion passed 3-0.

After the Board's approval, Mayor Stutsman swore Jonathan M. Weishaupt into office as EMS Lieutenant.

5) Fire Department: Promotion of Lucas T. Wickey to EMS Sergeant

Goshen Fire Department Chief Danny Sink told the Board that **Lucas T. Wickey** has passed all of the required tests and standards required for promotion at the Fire Department. Chief Sink said it was his pleasure to request approval for the promotion of Wickey to the rank of EMS Sergeant, retroactive to May 22, 2023.

Landis/Nichols moved to approve the promotion of **Lucas T. Wickey** to the rank of EMS Sergeant for the Goshen Fire Department, retroactive to May 22, 2023. Motion passed 3-0.

After the Board's approval, Mayor Stutsman swore Lucas T. Wickey into office as EMS Sergeant.

6) Builder request: Approve closure of a portion of the sidewalk on Third Street for three days (6 a.m. to 3 p.m.) the week of June 12, 2023 for a building repair at 101 South Third Street

Jeremiah Hochstetler of Freedom Builders from Middlebury, asked the Board for permission to close the sidewalk adjacent to 101 South 3rd Street for three days, weather permitting, the week of June 12, 2023, from 6 a.m. to 3 p.m., to repair the east side of the second story of the building.

Hochstetler said he had originally asked to close one lane of the street, but learned that permission would need to be requested from the Indiana Department of Transportation. He said the company's project manager determined that the work could be done by only closing the sidewalk, and the City Street Department can provide the necessary barricades. He said the sidewalk could be reopened after 3 p.m. **Board member Landis** asked if the scissor lift would be moved off the sidewalk after 3 p.m. **Hochstetler** said it would. There were no other City issues cited.

Landis/Nichols moved to allow the closure of a portion of the sidewalk on South 3rd Street for three days, weather permitting, the week of June 12, 2023, from 6 a.m. to 3 p.m., to repair the east side of the second story of the building located at 101 South 3rd Street. Motion passed 3-0.

7) Downtown Goshen Inc. requests: Additional street closures for 2023 for First Friday activities, in addition to the original requests in January

Amanda McMahon, Director of First Fridays for Eyedart Creative Studio, asked the Board to approve additional street closures for 2023 for First Friday activities. In addition to the original request in January, McMahon asked for closure of the half block of West Washington Street from 8 a.m. June 2 to 4 .pm. June 3.

In a memorandum to the Board, **McMahon** said affected businesses on the street were informed of the closure request and all First Friday street closures are posted online at downtowngoshen.org. She added that City street barricades will be requested at each end of the street closures.

Landis/Nichols moved to approve the closure of the half block of West Washington Street from 8 a.m. June 2 to 4 .pm. on June 3 for First Friday activities. Motion passed 3-0.



8) Legal Department: Approve Resolution 2023-15, Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective May 29, 2023

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, told Board members that the Board previously approved City of Goshen Police Department policies developed in coordination with Lexipol, LLC. The Police Department and Lexipol staff have now identified certain additional revisions to policies deemed appropriate due to legislative or other changed circumstances.

Attached to Resolution 2023-15, the meeting agenda packet, were redlined portions of policies to show the revisions suggested. If Resolution 2023-15 was approved, the redlines would be removed and the policies put in final form.

Mayor Stutsman reminded Board members that Lexipol has been helping the Police Department keep its policies as up to date as possible.

BACKGROUND:

On Dec. 7, 2020, the Board of Works and Safety approved an agreement with Lexipol LLC to review, revise, and keep up-to-date the City of Goshen Police Department's policies. Since then, the Board has approved new Police Department policies developed and suggested by Lexipol as well as revisions. As part of the process of keeping its policies up-to-date, the Police Department and Lexipol staff have identified certain additional revisions to policies deemed appropriate due to legislative or other changed circumstances.

As a result, the City Legal Department asked the Board to approve revisions to the following City of Goshen Police Department Policies, effective May 29, 2023:

- 300 Response to Resistance
- 304 Conducted Energy Device
- 306 Firearms
- 428 First Amendment Assemblies
- 502 Vehicle Towing
- 605 Unmanned Aerial System

Further, upon the approval of the above-described policies, the Board was asked to repeal the following current policies, effective immediately:

- 300 Response to Resistance
- 304 Electronic Control Device
- 306 Firearms
- 428 First Amendment Assemblies
- 502 Vehicle Towing
- 605 Unmanned Aerial System

Landis/Nichols moved to approve Resolution 2023-15, Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies, effective May 29, 2023 Motion passed 3-0.

9) Legal Department: Approve and authorize the Mayor to execute two agreements with Baker Tilly Municipal Advisors for professional accounting services to provide financial management reports up to year end 2025 for Goshen's Water Utility at a cost of \$77,400 and for Goshen's Sewer Utility at a cost of \$77,400

Brandy Toms, a paralegal with the City Legal Department, told the Board that the City Water and Sewer Utilities Office wants to enter into two agreements with Baker Tilly for their professional accounting services to provide financial management reports – one Agreement is for the Water Utility and one is for the Sewer Utility.

(Toms provided the Board with EXHIBIT #1, a revised and corrected memorandum on the agreements).



The scope of work is identical for each Utility and requires deliverables of a series of nine reports for a total cost of \$77,400 for each Utility Agreement. The following is the report schedule and cost for the two utilities:

Reports	Cost
June 30, 2023	\$ 7,800
Year End Journal Entries 2023	\$ 6,200
Year End 2023	\$10,800
June 30, 2024	\$ 8,100
Year End Journal Entries 2024	\$ 6,500
Year End 2024	\$11,200
June 30, 2025	\$ 8,400
Year End Journal Entries 2025	\$ 6,700
Year End 2025	\$11,700
Total	\$77,400

Board member Landis said he appreciated the revised and corrected numbers.

Landis/Nichols moved to approve and authorize Mayor Stutsman to execute, two agreements with Baker Tilly Municipal Advisors, LLC for professional accounting services to provide financial management reports up to year end 2025 for Goshen’s Water Utility and Sewer Utility, each at a cost of \$77,400. Motion passed 3-0.

10) Engineering Department: Approve Director of Public Works Dustin Sailor to sign the Indiana Finance Authorities Scope of Work Certification Form for accessing Type I and Type II funds valued at \$45,000 toward the costs of a lead service line inventory

City Director of Public Works & Utilities Dustin Sailor told the Board per Federal Registrar 40 CFR § 141, National Primary Drinking Water Regulations, public water systems are required to inventory their water systems for the presence of lead, and the inventory is to be completed by Oct. 16, 2024. He said inventorying the water system for lead is a significant task, and the Indiana Finance Authority (IFA) is offering Indiana public water systems financial assistance. There are currently three types of grant money available to assist community water systems:

Project Type I - Utility Records Review & Analysis (\$25,000). The gathering, researching, digitizing, and reviewing of utility records, local codes, tax parcel information, and other available data to generate a records-based inventory.

Project Type II - LSL Replacement Planning (\$20,000). The development of a plan to replace lead service lines in conjunction with other city projects and/or prioritizing at-risk or disadvantaged communities as well as other activities related to the incorporation of service line information into the water system's Asset Management Program.

Project Type III - Service Line Inspection & Inventory Validation (\$300,000). Onsite investigations of service line materials to supplement, inform or validate utility records or inventory models.

Sailor said the Goshen Water Utility believes it is eligible to receive both Type I and Type II grant funding.

Unlike other programs and service engagements, **Sailor** said if a public water system is interested in applying for the Type I and Type II grant funds, the water system needs to engage a consultant, and IFA will enter into a contract directly with the public water system's consultant. Goshen Water Utility has been working with Abonmarche Consulting for over a year and a half, developing Goshen's Lead Inventory program. The work effort has been positive, and Goshen Water Utility would like to continue its relationship with Abonmarche Consulting.

Sailor said to engage Abonmarche Consulting, the City must sign IFA's Lead Service Line Inventory (LSLI) Scope of Work Certification Form. The form is a one-page document that is signed by both the City and Abonmarche. There is a brief description of the work to be performed.



Because the work description allowed on the form is limited, the City worked with Abonmarche Consulting to draft a detailed scope of work so both parties fully understand what is expected of the other.

With the LSLI Work Certification Form due by June 9, 2023, **Sailor** said Goshen Water Utility is asking that the Board of Public Works authorize Director of Public Works Dustin Sailor to sign the Indiana Finance Authorities LSLI Scope of Work Certification Form for accessing Type I and Type II funds valued at \$45,000.

Mayor Stutsman asked if there would be enough state funding for Goshen to receive the first two types of grants.

Sailor said the state allocated sufficient funds so that the City should be able to receive funds. Beyond that, **Sailor** said it will be a competitive process to receive \$300,000 in Type 3 funding and that will require more work by the City, including an asset inventory, and applying for funds in 2024. The **Mayor** thanked **Sailor** and his staff for their efforts.

Landis/Nichols moved to approve Director of Public Works Dustin Sailor to sign the Indiana Finance Authorities Scope of Work Certification Form for accessing Type I and Type II funds valued at \$45,000. The motion passed 3-0.

11) Engineering Department: Approve Mayor Jeremy Stutsman signing the agreement with The Abonmarche Group for \$7,500.00 for the survey of 1402 W. Wilden Avenue

City Director of Public Works & Utilities Dustin Sailor told the Board that on April 12, 2023, the City received quotes for the survey of 1402 W. Wilden Avenue. The property was recently purchased by the City and requires a boundary and topographic survey for the installation of a security chain linked fence and gate. **Sailor** said the lowest responsive quoter was The Abonmarche Group with a quote of \$7,500.

Board member Landis said he wondered why the cost was \$7,500 if it was only a boundary survey. **Sailor** said the property is in a complicated location with the adjacent bridge and river.

Landis/Nichols moved to approve Mayor Jeremy Stutsman signing the agreement with The Abonmarche Group for \$7,500 for the survey of 1402 West Wilden Avenue. Motion passed 3-0.

12) Engineering Department: Approve Change Order No. 1 for the 2023 Paving Project for an increase of \$134,718

City Director of Public Works & Utilities Dustin Sailor told the Board that the Wilson Avenue pavement condition was reevaluated during the spring of 2023 and it was determined the condition of the pavement had substantially worsened since the original evaluation in 2022 while preparing the 2023 paving project package.

Sailor said a cost analysis was completed between increasing the full depth patching or removing all the existing pavement and rebuilding the entire roadway. The cost to complete all the required full depth patching was higher than removing all the existing pavement and rebuilding the roadway. The Engineering Department determined rebuilding the entire roadway had the least cost and provided the best long term benefit. He said attached was Change Order No. 1 for the 2023 Paving Project, which provides for the following additional work:

Maintaining Access to Driveways, Item CO1.1 – Additional material and labor will be required to maintain driveway access to the residents once the full depth pavement has been removed. Not part of original bid.

Fine Grading, Item CO1.2 – Once the existing asphalt pavement is removed, the contractor will fine grade the subbase and compact with a roller in preparation for the new asphalt pavement. Not part of original bid.

4", HMA, Type B, Base, 25.0 mm, Item CO1.3 – 4 inches of Hot Mix Asphalt (HMA) base will be required to reconstruct Wilson Avenue. The HMA base was not required under the original bid of milling 1.5 inches of asphalt surface and placing 1.5 inches of new asphalt surface. Not part of original bid.



Sailor said the original contract amount was \$2,477,613.50. The additional work increases the contract by \$134,718.00, for a revised contract amount of \$2,612,331.50, an increase of 5.44%. He said the contract completion date will not be modified. **The contractor is Niblock Excavating, Inc.**

Landis/Nichols moved to approve Change Order No. 1 for the 2023 Paving Project for an increase of \$134,718. Motion passed 3-0.

13) Engineering Department: Approve the full closure on Indiana Avenue, from River Avenue to Wilden Avenue, beginning Tuesday, May 30 through Wednesday, May 31, 2023

City Director of Public Works & Utilities Dustin Sailor told the Board that NIPSCO Gas is requesting permission to fully close both lanes on Indiana Avenue on the north side of the railroad tracks. Indiana Avenue will be closed to through traffic between River Avenue and Wilden Avenue.

Access to the new recycling drop-off site will be maintained from Wilden Avenue. Traffic will be detoured onto Wilden Avenue, Beaver Lane, Bashor Road and Chicago Avenue. Signs and barricades will be placed per the current MUTCD standards and the detour will be marked with signs.

Landis/Nichols moved to approve the full closure of Indiana Avenue, from River Avenue to Wilden Avenue, beginning Tuesday, May 30 through Wednesday, May 31, 2023. Motion passed 3-0.

14) Edgar Saucedo request: Approve a 42-foot driveway at 612 Mercer Avenue

Edgar Saucedo of 612 Mercer Avenue was not present, but submitted a request to extend the width of his driveway to 42 feet. He indicated that he has a 24-foot concrete driveway with an additional 18-foot stone driveway. He said this combination is causing drainage issues, which he would like to alleviate with more concrete.

Saucedo indicated he met with staff from the Planning and Engineering departments, and both are familiar with his request. He also provided both departments with copies of the attached sketch to better show his plans.

City Assistant Planning & Zoning Administrator Rossa Deegan told the Board that **Saucedo** wants to replace with concrete the parking area in front of his home that is adjacent to Mercer Avenue. He said the City's right-of-way bisects the parking area. He said the request requires zoning clearance and can be approved by City Planning if it receives Board of Works approval.

Mayor Stutsman asked if most driveways in the area were gravel. **City Director of Public Works & Utilities Dustin Sailor** said the neighborhood has a mix of driveways – hard surface and gravel.

Sailor said the Engineering Department has concerns about the request because a 42-foot wide driveway would be one of the widest driveways in the area. He said adding that much hard surface limits the infiltration off the road. He also said there is space on the property for parking without having to put so much parking adjacent to the street. He also said 36 feet would be adequate to park three vehicles in front of the home. So, at this time **Sailor** said the Engineering Department didn't support **Saucedo's** request for a 42-foot wide driveway.

In response to a question from **Board member Landis**, **Sailor** said there would be space on the property beside a sidewalk to add a driveway for parking. He said it appeared street-side parking had been allowed in the past, although not approved by the City. Board members and **Sailor** discussed some of the options facing **Saucedo**.

Board member Landis said he appreciated and understood **Saucedo's** request, but said a 36-foot wide driveway might be a better solution. **Sailor** concurred with that perspective.

Sailor distributed a color aerial photo (EXHIBIT #2) of the subject area showing the City's right-of-way.

Mayor Stutsman/Nichols moved to table Edgar Saucedo's variance request to extend the concrete portion of his driveway by 18 feet, to 42 feet, to the June 5 Board of Works meeting. 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 2:39 p.m. There were no comments.

At 2:40 p.m., Mayor Stutsman temporarily adjourned the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider two agenda items.

**CITY OF GOSHEN STORMWATER BOARD
MINUTES OF THE MAY 24, 2023 REGULAR MEETING**

Convened at 2:25 p.m. at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members Present: Mayor Stutsman, Mike Landis and Mary Nichols

Members Absent: none

15) Accept the post-construction stormwater management plan for City of Goshen Airport -H2 Aviation as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor told the Board that the developer of City of Goshen Airport - H2 Aviation, affecting one or more acres of land and located at 17229 County Road 42, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." He asked the Stormwater Board to accept the plan.

Landis/Nichols moved to accept the post-construction stormwater management plan for City Airport -H2 Aviation as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

16) Accept the post-construction stormwater management plan for East College Avenue Industrial Park as it has been found to meet the requirements of City Ordinance 4329

City Director of Public Works & Utilities Dustin Sailor told the Board that The developer of East College Avenue Industrial Park, affecting one or more acres of land and located on both the north and south sides of East College Avenue and along Brinkley Way West and Brinkley Way East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." He asked the Stormwater Board to accept the plan.

Landis/Nichols moved to accept the post-construction stormwater management plan for East College Avenue Industrial Park as it has been found to meet the requirements of City Ordinance 4329. Motion passed 3-0.

Mayor Stutsman adjourned the Stormwater Board meeting and re-opened the Board of Works meeting at 2:42 p.m.



Approval of Civil City and Utility Claims

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

Adjournment:

Mayor Stutsman adjourned the Board of Works & Safety meeting at 2:42 p.m.

EXHIBIT #1: A revised and corrected memorandum, dated May 24, 2023 and written by Brandy Toms, a paralegal with the City Legal Department, to accompany agenda item #9, Legal Department: Approve and authorize the Mayor to execute two agreements with Baker Tilly Municipal Advisors for professional accounting services to provide financial management reports up to year end 2025 for Goshen's Water Utility at a cost of \$77,400 and for Goshen's Sewer Utility at a cost of \$77,400.

EXHIBIT #2: A color aerial photo (EXHIBIT #2) of 612 Mercer Avenue and the surrounding area showing the City's right-of-way to accompany agenda item #14, Edgar Saucedo request: Approve a 42-foot driveway at 612 Mercer Avenue.

APPROVED:

Mayor Jeremy P. Stutsman

Mike Landis, Member



Mary Nichols, Member

Barb Swartley, Member

ATTEST

Richard R. Aguirre, City of Goshen Clerk-Treasurer



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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

richardaguirre@goshencity.com • www.goshenindiana.org

To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: June 5, 2023
Subject: Open bids: Up to seven 2024 Police Pursuit SUVs

The City of Goshen Board of Public Works and Safety solicited sealed offers for the purchase of **up to seven 2024 Police Pursuit SUVs**. Offers were required to be filed with the City of Goshen Clerk-Treasurer's Office, 202 South Fifth Street, Goshen, IN 46528 until 1:45 p.m. on June 5, 2023.

Opportunity: Up to seven new Police Pursuit SUV that meet the needs and desires of the City of Goshen Police Department. It establishes essential criteria for the design, performance, equipment, and appearance of the Police Pursuit SUV(s).

The Police Pursuit SUV(s) to be delivered under this contract shall be standard commercial products tested and certified to meet or exceed the requirements of this specification. Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and shall be suitable for the intended use

All offers received will be taken to the Board of Public Works and Safety meeting to be publicly opened and read aloud just after 2 p.m. on June 5, 2023 during the Board meeting in the City Court Room/Council Chambers at the Goshen Police & Court Building, 111 East Jefferson Street, Goshen.

Suggested Motion:

Refer the bid(s) to the Legal Department for review.



**City Clerk-Treasurer
CITY OF GOSHEN**

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Deputy Clerk-Treasurer Jeffery Weaver
Date: May 24, 2023
Subject: Edgar Saucedo request for 42' concrete driveway
612 Mercer Avenue, Goshen

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

May 19, 2023

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

To: Board of Public Works & Safety

Subject: Request to extend 42' concrete driveway

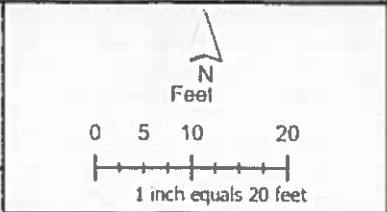
Narrative: Edgar Saucedo currently has a 24' concrete driveway with an additional 18' stone driveway. This combination is causing drainage issues. Mr. Saucedo wishes to pour concrete in the stone portion which would extend the concrete area to 42' and solve some of the drainage issues.

Mr. Saucedo has met with both the Planning and Engineering departments, and both departments are familiar with his request. He also provided both departments with copies of the attached sketches in order to better outline his plans.

Suggested motion: Approve Edgar Saucedo's variance request to extend the concrete portion of his driveway by 18' feet.



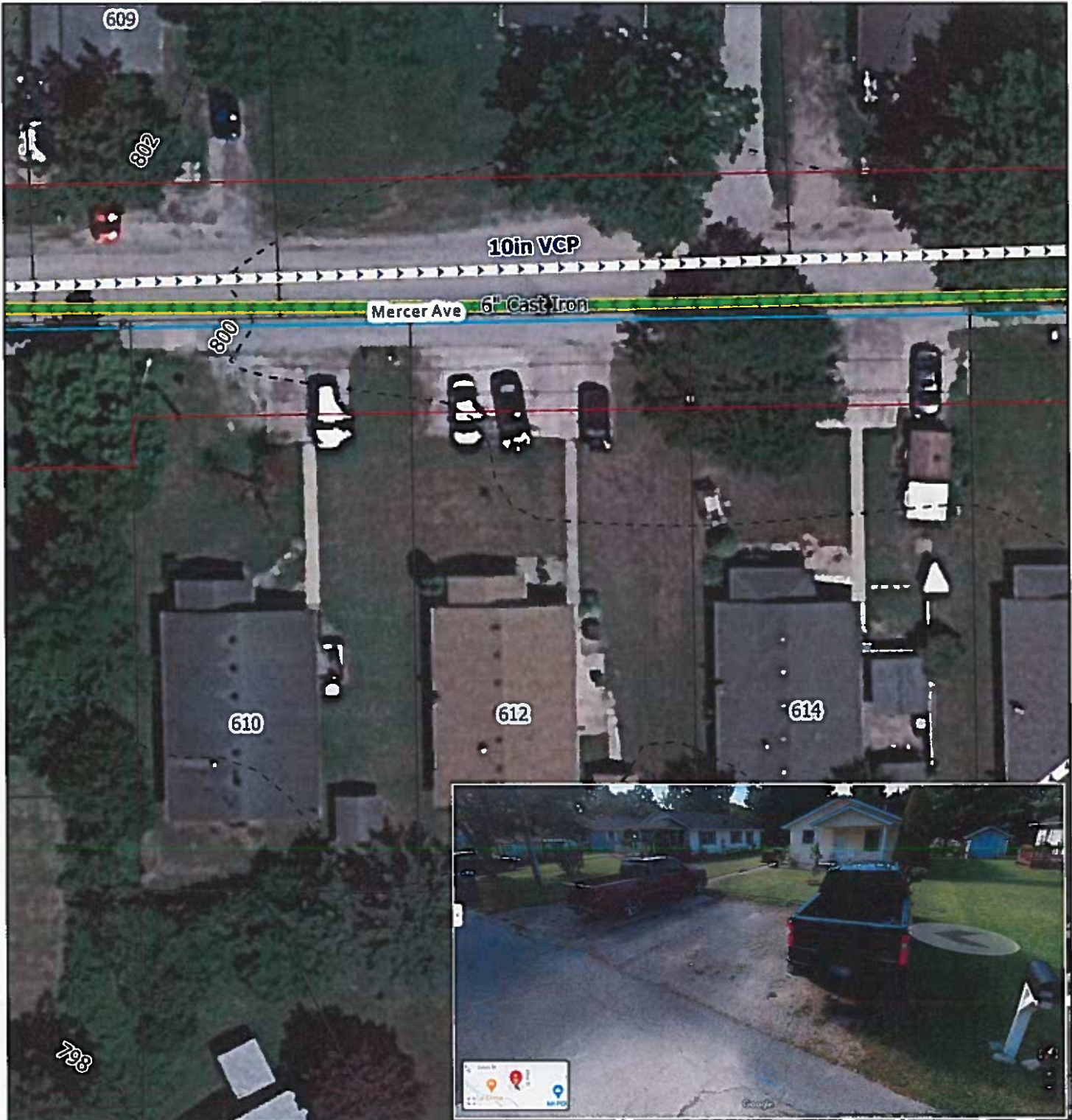
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612 Mercer Ave

2021 Aerial
Printed on 5/17/2023

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



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 assumption 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.



612 Mercer Avenue

42' Driveway Request
May 24, 2023

The City of Goshen
Department of Public Works & Safety
Office of Engineering
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-2201 Fax: 574-533-8826



May 9, 2023

Dear Richard Aguirre, Clerk-treasure and Board of Works & Safety,

Every year from September 15-October 15, Americans celebrate National Hispanic Heritage Month. They appreciate the community's history, heritage, and ancestor contributions made by American citizens who came from Mexico, Spain, the Caribbean, and South and Central America. September 15 is set as the starting date for the month because it is important for many other reasons. It is also the independence anniversary for Latin American countries like, El Salvador, Guatemala, Costa Rica, Nicaragua, and Honduras.

Hispanic Americans have been integral to the prosperity of the U.S. Their contributions to the nation are immeasurable and embody American values. The Hispanic Heritage Festival is an opportunity to celebrate Hispanic American's contributions to the U.S. Downtown Goshen is a wonderful scene to celebrate Hispanic Heritage Month.

This year Community-Pro Education is pleased to announce the 3rd Annual Hispanic Heritage Month Celebration on Saturday, September 16, 2023, Downtown Goshen from 1:00 p.m. to 11:00 p.m.

Last year's event brought over 9000+ individuals and families Downtown for our Hispanic Heritage Festival. This year we expect 11,000+ to attend this celebration. It is anticipated that there will be more attendees this year and we are excited to showcase our downtown area to our festival visitors.

Our request to the Board of Works is to close Jefferson Street from 3rd Street to the North/South Alley on the East side of Main Street. Also, to close Main Street from Washington Street south to Madison. We have attached a map to act as a reference point. This festival setup worked well last year, and we would like to follow similar procedures this year. We request closure of all of the streets listed in the map at 8:00 am on the day of the event.

We request street barriers E Washington St and Main, Madison and Main, Jefferson and S 3rd and Jefferson to the alley after the bubble from 8am-12pm. We also request trash bins on Jefferson Street in the empty parking area across from El Barecito. Community Pro-Education will work to provide private security officers and contract with three off-duty Goshen Police Department officers. We will have security officer and police officer presence on Main/Lincoln and Madison and Main from 3pm-11pm.

Thank you for your time and consideration,

Manuel Cortez
Manuel Cortez

Board of Directors President
Community Pro-Education

Road Closure Request





St. John the Evangelist Catholic Church

109 West Monroe Street • Goshen, IN 46526 • 574.533.3385

May 26, 2023

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review over the following request.

Our plans are for our annual Corpus Christi Procession on Sunday, June 11, 2023. It is from 12pm to 2pm. This event allows our parishioners to come together for fellowship, which brings spiritual goodness to our community. The Corpus Christi Procession will be held on the Grounds of St. John the Evangelist Church, and will be processing through South Main St and taking a right turn on W. Douglas St., then a right turn on S. Third St., then we will turn right on Monroe St. and then enter our church to finalize the procession. In order to safely allow our parishioners to enjoy the procession; we are requesting the Board's permission to block temporarily S. Main St., Douglas St., S. Third St. and Monroe. We will contact the Police department and have an officer stop traffic while we are in procession. We are expecting around 200 to 300 parishioners for this event.

I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista
Pastoral Associate
St. John the Evangelista Catholic Church
109 W. Monroe St. Goshen, IN 46526
574-533-3385 ext. 1216
jevangelista@stjohncatholic.com

WEST MADISON STREET

PARKING LOT

School

Pre-school

Parish Center/Gym

Monroe Street area to be blocked

ST. JOHN'S
GROTTO

GARAGE

114 W. Monroe St.
Rectory

ALLEY

ALLEY

ALLEY

PARKING LOT

Chase Bank

St. John the Evangelist
Catholic Church

WEST MONROE STREET

SOUTH MAIN

**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526
Corpus Christi Procession — June 11, 2023 At 12PM-2PM**



Date: 05.31.23

To: Board of Works and Safety

From: RESToR church

406 South 5th St.

Goshen, IN 46526

Agent: Gene Troyer

To whom it may concern:

This is the formal request from RESToR church for a partial street closure on Sunday, July 23, 2023 from 9a to approximately 3p from Madison Street to the first alley to the south. (see attachment)

This particular Sunday is Fair Parade Sunday and we are hosting the 3rd Annual **Fair Floats and Food Trucks** event and once again, we look forward to inviting the city to join us. This event is really all about building organic community and connections within the neighborhood. The church does not benefit monetarily from this event, instead we consider it an opportunity to add to the festive occasion of the parade. The purpose of this request to close the northbound lane of 5th street is to allow for five food trucks to be parked along the sidewalk. (Additional food trucks will be parked elsewhere on our property.) The truck's carryout windows would face the sidewalk and allow for patrons to walk up without needing to step into any potential traffic flow.

The start time of 9a is fairly important in order for the trucks to be prepared for customers at the conclusion of our first service which ends at roughly 10:30a. Our current line up of food trucks include: Sweet Eliza's Baking Co., Hay Huey, Sweazy Q, Kona Ice, Smothered and Covered Fries and Ron's RiverDogs.

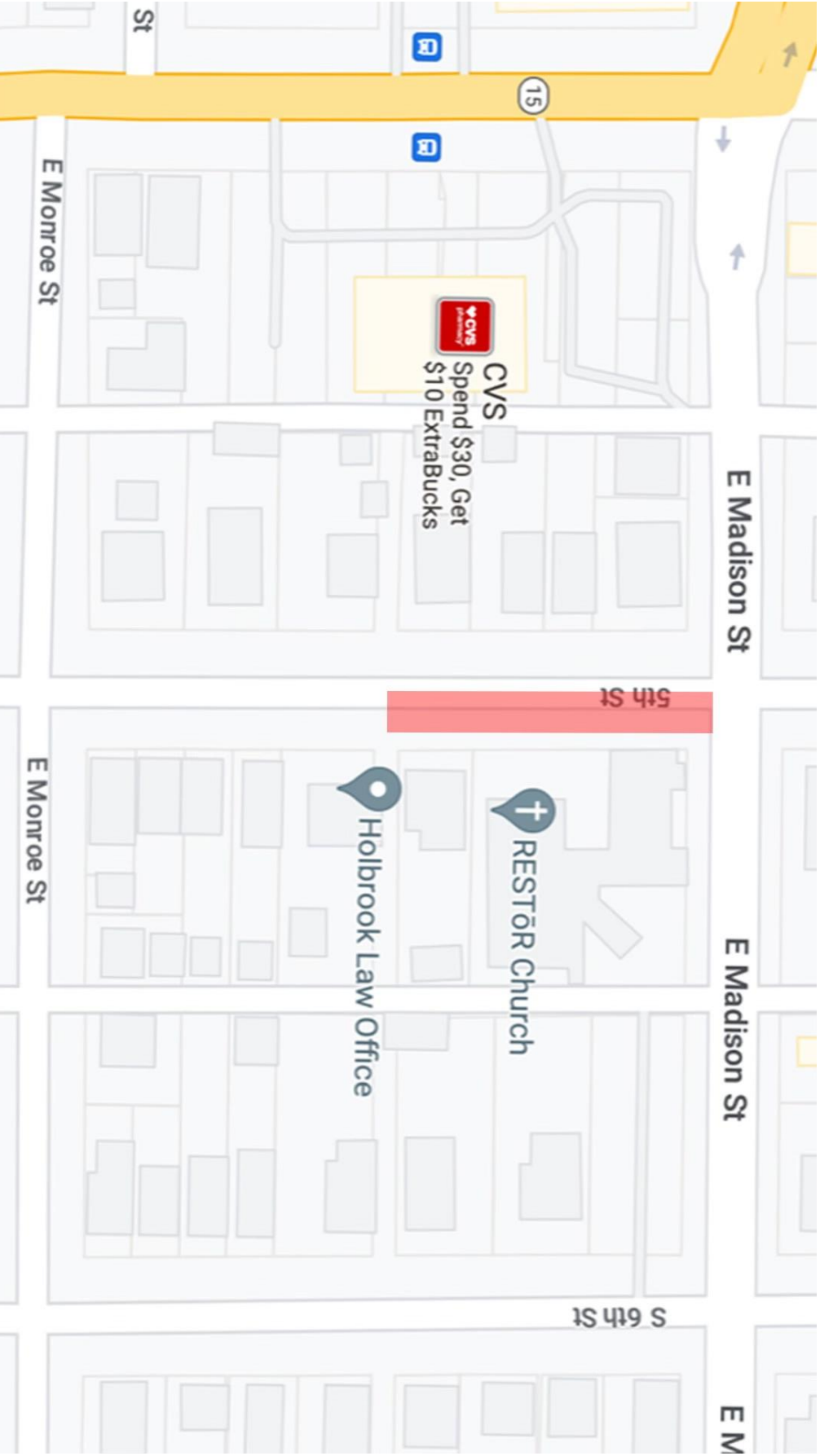
In preparation, we have had conversations with our neighbors to ensure that those who may be impacted are aware and we have received nothing but affirmation and encouragement. We will gladly remove any barricades at the conclusion of the event.

Thank you for your consideration,

Sincerely,

Pastor Gene Troyer

406 South 5th Street, Goshen, IN 46526





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

June 5, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement for services with Emergency Radio Services, Inc for the service maintenance program for Goshen Fire Department's mobile & portable radios

Attached for the Board's approval to authorize Mayor Stutsman to execute is an agreement with Emergency Radio Services, Inc for the service maintenance program for Goshen Fire Department's mobile & portable radios. This agreement will cover services starting day of execution through and including February 28, 2026 at an annual cost of \$2,871.43.

Suggested Motion:

Move to approve and authorize Mayor Stutsman to execute the agreement with Emergency Radio Services, Inc. for the service maintenance program of Goshen Fire Department's mobile & portable radios beginning the date of execute of this agreement through and including February 28, 2026 at an annual cost of \$2,871.43.

AGREEMENT

With Emergency Radio Services, Inc for the Service Maintenance Program for Goshen Fire Department's Mobile & Portable Radios.

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Emergency Radio Service, Inc.** (“ERS”), whose mailing address is PO Box 110, Ligonier, Indiana 46767 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

ERS shall provide City the services for the service maintenance program for Goshen Fire Department's mobile and portable radios, which services are more particularly described in ERS's May 15, 2023 service agreement proposal attached as Exhibit A (hereinafter referred to as “Duties”).

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

ERS's Duties under this agreement include:

- (A) ERS's services under this Agreement consist of annual alignments and a mechanical check of approximately one hundred thirty-six (136) radios that includes:
 - 24 mobile radios,
 - 90 portable radios
 - 4 base radios
 - 18 tornado siren mobile radios
- (B) ERS's annual alignment of the City's Police and Fire Department radios shall ensure that the radios are tuned so that they are aligned and operating at the same and proper bandwidth for the transmission and reception requirements of the City's Police and Fire Departments' radio systems. Radio alignments will be completed and operation will be verified that they are meeting Motorola specifications.
- (C) ERS shall provide an annual preventive maintenance check of all the radios to ensure they are mechanically sound and without physical damage. Should any physical damage be found, ERS shall provide the City with an estimated fee for repairs to the radio.
- (D) ERS's services shall be performed at City's Police and Fire Departments on a mutually agreed upon date for the service to occur Monday through Friday between 8:00 am and 5:00 pm.
- (E) ERS's services shall be performed at City's Police and Fire Departments on a mutually agreed upon date for the service to occur Monday through Friday between 8:00 am and 5:00 pm.

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) This agreement shall be effective from date of execution through and including February 28, 2026.

Section 3. Compensation

- (A) City agrees to compensate ERS the sum of Two Thousand Eight Hundred Seventy-One Dollars and Forty-Three Cents (\$2,871.43) annually for performing all Duties.

Section 4. Payment

- (B) City shall pay ERS for Duties satisfactorily completed under this agreement.
- (C) Payment shall be upon City's receipt of a detailed invoice from ERS. 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 Fire Department
209 North 3rd Street
Goshen, IN 46528

- (D) 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.
- (E) ERS 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. Licensing/Certification Standards

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

Section 6. Independent Contractor

- (F) 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.
- (G) 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.

- (H) 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

- (I) 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.
- (J) 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.
- (K) 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.
- (L) 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 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 10. 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 11. 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 services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if 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 12. Force Majeure

- (M) 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.
- (N) 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 13. Default

- (O) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (P) 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
- (Q) 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 14. Termination

- (R) 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.
- (S) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (T) 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 15. 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: Emergency Radio Services, Inc.
Attention: Amy Smith
PO Box 110
Ligonier, IN 46767

Section 16. 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 17. 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 18. 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 19. Applicable Laws

- (U) 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.
- (V) 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 maybe deemed a material breach of agreement.

Section 20. Miscellaneous

- (W) 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.
- (X) 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.
- (Y) 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 21. 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 22. 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 23. Entire Agreement

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

Section 24. 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

Emergency Radio Services, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



Service Agreement - Annual PM Check

DATE: May 15, 2023

PAGE 1 of 3

PO BOX 110 LIGONIER, IN 46767 260-894-4145
 NAME/
 FCC
 LICENSE
 E* **City of Goshen Fire Department**

ADDRESS **209 North 3rd Street**
 CITY **Goshen** STATE/ZIP **IN 46526**

PM Checks Only

***PLEASE SEE ATTACHED SHEET FOR SERVICE PLAN DETAILS

CUST. CONTACT **Danny Sink**
 CUST. PHONE #: _____ E: _____
 CUSTOMER PO #: _____
 PO START DATE: _____ END _____

WHEN THIS AGREEMENT IS ACCEPTED BY EMERGENCY RADIO SERVICE, LLC., dba ERS WIRELESS THE EQUIPMENT LISTED WILL BE MAINTAINED BY ERS WIRELESS IN ACCORDANCE WITH THE SERVICE PLAN DETAILS AND THE TERMS AND CONDITIONS ATTACHED TO THIS AGREEMENT.

THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT ARE ATTACHED.

QTY	DESCRIPTION	WARRANTY	LOCATION	PLACE OF SERVICE				MONTHLY SERVICE		ANNUAL
				CUST. LOC.	ERS DROP OFF	ERS MAIL IN	BILLABLE MONTHS	COST PER UNIT	PRICE EXTENDED	ANNUAL AMOUNT BASED ON BILLABLE MONTHS
118	GOSHEN FIRE RADIO - 24 Mobles, 90 Portables, 4 Base Radios						12	\$1.50	\$177.00	\$2,124.00
18	Tornado Siren Mobile Radios						12	\$4.16	\$74.88	\$898.56
									\$0.00	\$0.00
									\$0.00	\$0.00
									\$0.00	\$0.00
									TOTAL PAGE 1	\$3,022.56

DATE SERVICE BEGINS: March 1, 2023 DATE SERVICE ENDS: February 28, 2026

AUTOMATIC RENEWAL: SEE SECTION 8 IN THE TERMS AND CONDITIONS.

CONTRACT TERM: 3 YEAR CONTRACT

DOES THIS AGREEMENT COVER EXISTING EQUIPMEN YES NO
 RENEWAL ADD TO EXISTING AGREEMENT SUPERSEDES AGREEMENT # _____

CUSTOMER SIGNATURE _____ DATE _____
 CUSTOMER NAME PRINTED _____ DATE _____
 ERS REP _____ DATE _____
 ERS MANAGER Amy Smith DATE 5/15/2023

SHOP LOCATION ELKHART FORT WAYNE INDIANAPOLIS KOKOMO MUNCIE

THE TOTAL AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS/ TO BE COMPLETED BY EMERGENCY RADIO SERVICE, INC.

Monthly	\$251.88
Quarterly	\$755.64
Semi-Annual	\$1,511.28
5% DISCOUNT FOR ANNUAL PAYMENT	\$2,871.43

PLEASE INDICATE ONE PAYMENT OPTION ABOVE.



ERS Wireless PM Only Maintenance Program:

Program Includes:

- 1) Annual preventive maintenance check
- 2) Covers travel charges for the annual PM check to the stations
- 3) No estimate fee for physical damage repairs
- 4) PM to occur Monday through Friday 8 a.m. to 5 p.m.
- 5) Radio alignments will be completed and operation will be verified that they are meeting Motorola specification

Program does not include:

- 1) Radio repairs if radios are found malfunctioning during the PM check
- 2) Physical or liquid damage repairs, lost or stolen equipment or an act of God such as lightning strike, flood or wind damage
- 3) Battery, antenna or belt clip replacement during the PM check
- 4) Radio reprogramming

Special Information:

- 1) Radio count is currently based on ERS Wireless' radio inventory. We will allow for a 5% change in qty with no rate change over the 3-year contract.
- 2) Under the contract, you are receiving the equivalent of a 20% discount if you pay the contract annually. This is based on 15 minutes per mobile radio and 10 minutes per portable radio for a Time and Material PM Check plus travel charges.

ERS Wireless Service Agreement

This SERVICE AGREEMENT is subject to these terms and conditions:

- (1) **Definitions.** For the purpose of brevity and uniformity all references to The Company in this agreement will be construed to mean ERS Wireless. All references to Licensee shall be construed as meaning and applying to FCC Licensee, or the User, or the Purchaser of the equipment to be serviced by terms of this agreement.
- (2) **Work**
 - (a) ERS Wireless agrees to provide service for the Licensee of the equipment described on the reverse side of this agreement beginning and ending on the dates indicated. ERS Wireless will maintain other units manufactured by Motorola or other and purchased by Licensee for the appropriate service fees and on the same terms and conditions set forth herein. Upon delivery of such to customer, the fees will be added at the next billing cycle after labor warranty. In the event of loss, damage or theft or removal from service of any units, the Licensee shall immediately report said loss, damage or theft or removal in writing to ERS Wireless. In the event, Licensee's obligation to pay service fees with respect thereto shall terminate at the end on the month on which ERS Wireless receives said report.
 - (b) Mobile units will be removed and reinstalled in different vehicles at Licensee's request at the prices prevailing at that time. This agreement does not include service of any transmission line, antenna, tower or tower lighting, unless such work is described on the reverse side of the this agreement. Service shall include the labor and parts required to repair equipment which has become defective through normal wear and usage. This does not include consumables and their installation. Service does not include the repair or replacement of equipment which has otherwise become defective, including, but not limited to, damage caused by accidents, physical or electrical abuse, or misuse of the equipment, acts of God, and fires. Work done for non-covered repairs will be billed at ERS Wireless' over contract rates applicable for such work. Equipment under contract must be maintained in environmental conditions as set out in their specifications and damage resulting from environmental conditions not conforming to said specifications are likewise not covered.
 - (c) Where telephone lines and equipment are used in conjunction with ERS Wireless maintained equipment, E.R.S. shall have no obligation or responsibility for such lines or equipment but will, upon request, assist the Telephone Company in repairing such upon payment of appropriate over contract rate.
 - (d) Licensee will indicate on the reverse side any equipment which is intrinsically safe so that appropriate parts and procedures may be used to maintain such status.
 - (e) At the end of twelve (12) months of service or any time thereafter, if individual item(s) cannot in ERS Wireless' opinion be properly or economically repaired on-site due to excessive wear or deterioration, ERS Wireless may supply the customer with a quote for reconditioning by ERS Wireless. If the customer does not elect to have the equipment reconditioned, or if reconditioning is impractical due to equipment age or availability of replacement parts, ERS Wireless may withdraw such item(s) from this Agreement upon ninety (90) days prior written notice.
- (3) **Service Standards.** The equipment will be serviced by ERS Wireless in accordance with these standards; (i) original manufacturer's parts or parts of equal quality will be used; (ii) the equipment will be serviced at levels necessary to provide the required communications; and (iii) routine service procedures prescribed from time to time by ERS Wireless for its equipment will be followed.
- (4) **Time and Place of Service Work**
 - (a) Service work shall be done at the location specified on the reverse side. Where service is to be performed at the location of the equipment, the Licensee shall furnish shelter, heat, light and power at these locations. Licensee shall notify ERS Wireless immediately of equipment failure and allow ERS Wireless full and free access to the equipment. Waiver of liability or other restrictions shall not be imposed as a site

access requirement. The Licensee will allow ERS Wireless to use necessary machines, communications facilities, features and other equipment (except as normally supplied by ERS Wireless) at no charge. Mobile units and removable equipment shall be delivered by the Licensee to the place of service indicated on the reverse side of this Agreement.

- (b) Service shall be performed under this agreement when the ERSI Wireless service shop is notified during the Call Window set out in the agreement.
- (5) **Payment.** On or about the date each payment is due as set forth on the reverse side of this Agreement, ERS Wireless will send the Licensee an invoice covering the service fees for the next Payment Period. All other charges shall be billed monthly, and the Licensee shall pay the amount of said invoice within thirty (30) days of its date, to ERS Wireless, at the ERS Wireless Billing Office. Each invoice shall be due and payable whether or not the equipment is operating, and ERS Wireless may terminate this agreement by giving the Licensee thirty (30) days notice by certified mail if the Licensee defaults in its payment to ERS Wireless.
- (6) **Revision of Fees.** Prior to an Anniversary of the "Date Service Ends" indicated on the reverse side of the Agreement, ERS Wireless may at any time revise the service fees set forth on the reverse side hereof by giving the Licensee written notice of the amount of the increase at least sixty (60) days in advance of that date. Upon receipt of any such notice, Licensee may terminate this agreement as provided herein; otherwise the new fees shall become effective on the Anniversary date. In the event of termination as herein provided, all accrued and unpaid charges shall be due and payable forthwith.
- (7) **FCC Records.** Applications and statements of facts when required by the Federal Communications Commission must be subscribed and sworn to by the Licensee, and the Licensee is responsible for meeting FCC requirements. ERS Wireless will provide the Licensee with forms, advice, and technical assistance, including frequency, modulation, and power measurements, to aid in meeting the requirements.
- (8) **Automatic Renewal.** After the "Date Service Ends" indicated on the reverse side of this agreement, this agreement shall continue for successive additional periods of 1 year through the 3 Year contract term, provided that either ERS Wireless or the Licensee may terminate this agreement on the "Date Service Ends" or any Anniversary thereof upon thirty (30) days written notice to the other party sent by certified mail to the address indicated hereon.
- (9) **Laws and Regulations.** The agreement and the rights and obligations of the parties under it are subject to present and future valid orders and valid laws, rules and regulations of duly constituted authorities having jurisdiction.
- (10) **Waiver.** Failure or delay on the part of ERS Wireless of the Licensee to exercise any right, power or privilege hereunder shall not operate as a waiver thereof.
- (11) **Prior Negotiations.** This contract constitutes the entire agreement of the parties hereto and shall supersede all prior offers, negotiations and agreements.

User: _____

By: _____ Date: _____

Printed Name: _____

Title: _____



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

June 5, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Agreement with Baker Tilly US, LLP for 2023-2024 Financial Advisory and Accounting Services

Attached for the Board's approval and to authorize Mayor Stutsman to execute is a Scope Appendix with Baker Tilly US, for financial advisory and accounting services for January 1, 2023 though the period ending December 31, 2024.

Work will be detailed between Civil City and Utilities. Baker Tilly will reserve four hundred fifty (450) hours throughout the year to meet the needs of the City and Utilities. Baker Tilly's fees shall be based on actual hours and will not in a fiscal year exceed Sixty-Nine Thousand Six Hundred Dollars (\$69,600) for Civil City or Twenty-Four Thousand Dollars (\$24,000) for Utilities unless requested by the Client.

Suggested Motion:

Approve and authorize Mayor Stutsman to execute the Agreement with Baker Tilly US, LLP for financial advisory and accounting services for January 1, 2023 though the period ending December 31, 2024, at a cost not to exceed \$69,000 for Civil City and \$24,000 for Utilities unless otherwise requested by City.

RE: Goshen City and Utilities – Proposed Financial Advisory and Accounting Services

DATE: January 1, 2023

This Scope Appendix is attached by reference to the above-named engagement letter (the “Engagement Letter”) between the City of Goshen, Indiana (the “Client”) and Baker Tilly US, LLP and relates to services to be provided by Baker Tilly Municipal Advisors, LLC.

SCOPE OF WORK

Baker Tilly US, LLP (“BTUS”) and Baker Tilly Municipal Advisors, LLC (“BTMA”) will perform the following services for the period beginning January 1, 2023 through the period ended December 31, 2024.

A. Accounting and Reporting Support (Consulting Services)

1. On-site support as needed;
2. Telephone and video call support as needed;
3. E-mail support as needed;
4. Written communication as needed; and
5. Remote support via Internet as needed

B. Gateway Annual Report (Consulting Services)

Baker Tilly agrees to perform or support as needed the following services with respect to assisting the Client with the filing of the Annual Financial Report in the State of Indiana Gateway program (on a cash basis).

1. Client will provide BTUS a detailed trial balance and any supporting schedules necessary to support the trial balance totals.
2. Client will provide BTUS supporting documentation for Grants to include local project name, federal program title, federal agency, pass through agency, CFDA Number, award name, award number, grant type, local fund number, grant receipts, grant disbursements, amount provided to sub-recipients, amount of loans outstanding, amount of non-cash assistance for the year and amount of insurance in effect for the year.
3. Client will provide BTUS with non-depreciable and depreciable capital asset additions and deletions for the reporting year. BTUS will assist Client to compute depreciation expense and accumulated depreciation based on Client’s capital asset policy.
4. Client will provide BTUS with information on all outstanding leases including the lessor, description of the lease, annual lease payment, beginning date of lease and ending date of lease.
5. Client will provide BTUS with information on financial assistance to non-governmental entities including the name, federal tax identification number, address, contact information, source of funding, amount of funding and type of entity.
6. Client will provide BTUS with information necessary to complete the reporting requirements for Public Official Surety Bonds including position, type, name, amount of bond and term.

7. Client will complete the Risk Assessment questionnaire:
 - a. Assist Client to upload supporting documentation for the risk assessment questionnaire.
 - b. Assist with other parts as needed, but not in lieu of management control.
8. Data upload into Gateway:
 - a. Assist Client to download text files from the Client's accounting and reporting software in accordance with Gateway reporting requirements, as applicable.
 - b. Assist Client to upload text files into Gateway, as applicable.
 - c. Or; Assist Client to generate data totals for manual entry into Gateway, as applicable.
9. Assist Client to tie beginning balances to prior Gateway Annual Report.
10. Assist Client to tie receipts, disbursements and ending balances to current year financial information.
11. Assist Client to analyze that transfers in equal transfers out.
12. Assist Client to compute receivables and payables as of December 31.
13. Assist Client to complete debt service reporting.
14. Assist Client to complete pension reporting.

C. Gateway Debt Management Report (Consulting Services)

Baker Tilly agrees to perform or support as needed the following services with respect to assisting the Client with the completion and filing of the Debt Management Report in Gateway.

1. Client will provide BTUS with a detailed trial balance and any supporting schedules required by Baker Tilly.
2. Assist Client to input basic debt information into Gateway to include debt name, type of debt, base CUSIP number, if applicable, and property tax cap exemption status.
3. Assist Client to input the authorizing Indiana Code cite for the debt.
4. Assist Client to input information on debt limitations to include issuer, current debt limit and current debt capacity, as applicable.
5. Assist Client to input applicable bond sale information which may include:
 - a. Date of preliminary determination.
 - b. Date of publication and newspapers.

- c. Date of appropriation resolution.
- d. Date of debt sale.
- e. Date of debt closing.
6. Assist Client to disclose results of petition/remonstrance, if applicable.
7. Assist Client to disclose debt rating, if applicable.
8. Assist Client to disclose the security on the debt and source of repayment.
9. Assist Client to disclose the purpose and total project cost of the debt.
10. Assist Client to disclose the sources and uses of funding for the debt.
11. Assist Client to disclose the dates of bids, start of construction and estimated date of substantial completion, as applicable.
12. Provide an amortization schedule of the debt.

D. Comprehensive Financial Plan (Consulting Services)

Baker Tilly agrees to furnish and perform the following services with respect to updating the Comprehensive Financial Plan for the Client. The report will encompass at a minimum the General Fund, Park Fund, Motor Vehicle Highway Funds, Public Safety LIT Fund, EDIT Fund, TIF funds and summarized utility funds.

Assist the Client to update a three-year financial model as follows:

1. Assist with the development of a cash flow model for major funds of the Client.
2. Analyze historical financial information of all major operating funds of the Client for the preceding 3 calendar years based upon reports and records of the Client, in order to identify trends in revenues, expenditures and fund balances.
3. Capital Financing Plan: Review the Client's capital plans to identify potential opportunities to improve the Client's expected cash flows. Anticipated sources of capital plans include plans for the city, economic development and utilities.
4. Debt Management: Review the Client's existing debt structure to identify potential opportunities to restructure or reduce debt service obligations to improve future cash flows.
5. Develop estimated financial information for all major operating funds of the Client for the ensuing three calendar years. Provide estimates of property tax collections, circuit breaker tax credits, income tax collections and planned expenditures for Client operations, maintenance, capital expenditures and debt service requirements.
6. Recommend a level of minimum fund balances to be maintained.

7. Identify fund balances within non-major funds that may be available to fund General Fund or other operating expenditures and provide a description of the authorized uses of fund balances.
8. Identify potential shortfalls in revenues and provide suggestions, as available, to bridge funding gaps. Services may include analysis of city user fees similar to hangar fees, cemetery plots and other miscellaneous user fees.
9. Provide report by May 31 of each year and update report by November 30th of each year.

E. Annual Budget Assistance and Analysis (Consulting Services)

1. Meet with the Client to discuss the budget process and collect data for budget preparation.
2. Develop or analyze the budget calendar for consideration by the legislative body.
3. Assist with Client prepared budget estimates.
4. Compute state distributed revenues based on formula sheets, certifications, and other information provided by the Department of Local Government Finance ("DLGF") and the Auditor of State.
5. Compute miscellaneous revenues based on historical information provided by the Client.
6. Compute the estimated maximum levy.
7. Compute the estimated tax rate and levy by fund.
8. Assist with the preparation of prescribed forms related to the annual budget.
9. Assist the Client with entering budget data into the Indiana Gateway program.
10. Monitor the completion of the required steps of the budget process with the Client.
11. Attend one (1) public meeting at the discretion of the Client to present budget information to the legislative body.
12. Analyze the 1782 Budget Notice on behalf of the Client to ensure accuracy and completeness.
13. Provide periodic budget management assistance.

F. Levy Appeals (Consulting Services) (as necessary)

1. Assist the Client with determining its eligibility to apply for a property tax levy appeal with the DLGF.
2. Assist with the preparation of the State appeal application and supporting documentation for levy appeals.
3. Submit the levy appeal petition and application to the DLGF.
4. Monitor the completion of the required steps of the levy appeal process with the Client.

G. Additional Appropriations (Consulting Services) (as necessary)

1. Develop a timeline for the steps required to request approval of an additional appropriation from the DLGF.
2. Analyze estimated receipts and cash on hand to determine ability to fund requested additional appropriation.
3. Assist with State prescribed additional appropriation documents.
4. Assist the Client to monitor completion of the required steps of the additional appropriation process.

H. Reestablish a Cumulative Capital Development (“CCD”) Fund (Consulting Services) (as necessary)

The following services are available to the Client in whole or in part at the direction of the Client.

1. Develop a timeline for the steps required to reestablish a Cumulative Capital Development Fund.
2. Assist the Client with preparation of State-required documents including the notice to taxpayers and establishing ordinance.
3. Assist the Client to monitor completion of required steps of the process.

I. Reporting and Meetings (Consulting Services)

The following services are available to the Client in whole or in part at the direction of the Client.

1. Provide quarterly management summary reports to the fiscal officer and Mayor.
2. Meet virtually with Client management.
3. Conduct an annual workshop with Client for long-term financial planning goals and performance indicators as well as an opportunity for question and answer regarding Client financial plans.

J. Calendar of Services

Continued on next page

GOSHEN PROPOSED ANNUAL SERVICE TIMELINE

SUPPORT AND/OR DELIVERABLES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Receipt/disbursement coding analysis	X	X										
Adjusting journal entries	X	X										
Close prior fiscal year	X	X	X									
Annual financial report		X										
Debt management report		X										
Financial status reports (quarterly)		X			X			X			X	
Virtual check-ins with Client Steering Committee (capital plan/year-end process)			X									X
Capital affordability plan/CFP			X						X			
Annual workshop and financial plan update						X						
Budget form 1's complete							X					
Budget preparation and cash flow models								X	X			
Finalize budgets									X	X		
Install ensuing year budgets		X								X		
Additional appropriations and appropriation transfer analysis			X									X
Cumulative fund review	X											
Unit-wide debt analysis												X
As needed accounting and reporting support	X	X	X	X	X	X	X	X	X	X	X	X

**SCOPE APPENDIX to
Engagement Letter dated: December 02, 2020
Between City of Goshen, Indiana and
Baker Tilly US, LLP**

Compensation and Invoicing

For the services outlined in the Scope Appendix Baker Tilly's fees shall be based on actual hours and will not in a fiscal year exceed Sixty-Nine Thousand Six Hundred Dollars (\$69,600) for Civil City or Twenty-Four Thousand Dollars (\$24,000) for Utilities unless requested by the Client. Work will be detailed between City and Utilities. Baker Tilly will reserve four hundred fifty (450) hours throughout the year to meet the needs of the City and Utilities.

Standard Hourly Rates by Job Classification
1/1/2023

Partners / Principals / Directors	\$295.00	to	\$525.00
Managers	\$235.00	to	\$340.00
Consultants / Analysts	\$160.00	to	\$235.00
Support / Paraprofessional	\$115.00	to	\$175.00
Interns	\$110.00	to	\$145.00

- *Billing rates are subject to change periodically due to changing requirements and economic conditions. The fees billed will be the fees in place at the time services are provided. Actual fees will be based upon experience of the staff assigned and the complexity of the engagement.*

The above fees shall include all expenses incurred by BTUS with the exception of expenses incurred for mileage which will be billed on a separate line item. No such expenses will be incurred without the prior authorization of the Client. The fees do not include the charges of other entities such as rating agencies, bond and official statement printers, couriers, newspapers, bond insurance companies, bond counsel and local counsel, and electronic bidding services, including Parity[®]. Coordination of the printing and distribution of Official Statements or any other Offering Document are to be reimbursed by the Client based upon the time and expense for such services.

Billing Procedures

Normally, you will receive a monthly statement showing fees and costs incurred in the prior month. Occasionally, we may bill on a less frequent basis if the time involved in the prior month was minimal or if arrangements are made for the payment of fees from bond proceeds. The account balance is due and payable on receipt of the statement.

Nonattest Services

As part of this engagement, we will perform certain nonattest services. For purposes of the Engagement Letter and this Scope Appendix, nonattest services include services that the *Government Auditing Standards* refers to as nonaudit services.

We will not perform any management functions or make management decisions on your behalf with respect to any nonattest services we provide.

**SCOPE APPENDIX to
Engagement Letter dated: December 02, 2020
Between City of Goshen, Indiana and
Baker Tilly US, LLP**

In connection with our performance of any nonattest services, you agree that you will:

- > Continue to make all management decisions and perform all management functions, including approving all journal entries and general ledger classifications when they are submitted to you.
- > Designate an employee with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee the services we perform.
- > Evaluate the adequacy and results of the nonattest services we perform.
- > Accept responsibility for the results of our nonattest services.
- > Establish and maintain internal controls, including monitoring ongoing activities related to the nonattest function.

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix.

We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

Notwithstanding termination provisions contained in the Engagement Letter, it is agreed that relative to this Scope Appendix that both the Client and Baker Tilly have the right to terminate the work being done under the Scope Appendix. This Scope Appendix will otherwise terminate 60 days after completion of the services described herein. On termination, all fees and charges incurred prior to termination shall be paid promptly.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Daniel A. Hedden, Partner

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the Client by:

Name: _____

Title: _____

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 533-8626 • TDD (574) 534-3185
www.goshenindiana.org

June 1, 2023

To: Board of Public Works and Safety
From: Shannon Marks/Gloria Hernandez
Subject: Acceptance of Easements from Greenwood Rental Properties, LLC

It is recommended that the Board accept the two attached Easements from Greenwood Rental Properties, LLC. One easement is for water utility purposes and the other is for sewer utility purposes. Both are located upon the real estate at 1006 S. Indiana Avenue.

Suggested Motion:

Move to accept the Easements for Goshen City water utility purposes and Goshen City sewer utility purposes from Greenwood Rental Properties, LLC, and authorize the Mayor to execute the Acceptance pages on behalf of the City of Goshen.

EASEMENT

Greenwood Rental Properties, LLC, an Indiana limited liability company (“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, the following easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate more commonly known as 1006 S. Indiana Avenue, Goshen, Indiana, 46526, and part of Parcel Number 20-11-16-151-026.000-015. Grantor obtained title to the real estate by Warranty Deed dated September 1, 2020 and recorded September 9, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-20615; and by Deed dated September 1, 2020, and recorded September 22, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-21872.

The Easement is granted and conveyed to City for Goshen City water utility purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City water utility facilities, including any appurtenances as may be required.

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 May 24, 2023.

Greenwood Rental Properties, LLC, an Indiana limited liability company

Mayra A. Garcia
Mayra A. Garcia, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on May 24, 2023, personally appeared Mayra A. Garcia, as Member of Greenwood Rental Properties, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

R. Leticia Islas
Notary Public
Printed: R. Leticia Islas
County of residence: Elkhart
Commission number: 714324
My commission expires: June 12, 2026

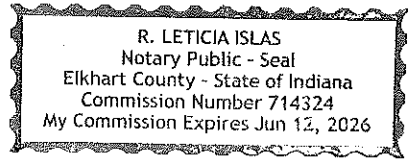


EXHIBIT "A"

Project: Greenwood Rental Properties, LLC
Parcel: Goshen Apartments, Watermain Easement
Key No: 20-11-16-151-026.000-015

Sheet 1 of 1

A 20-foot wide watermain easement being a part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the Easement Sketch, marked Exhibit "B", the centerline of said easement described as follows: Commencing at the West Quarter corner of said Section; thence North 0 degrees 37 minutes 06 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 142.04 feet; thence North 89 degrees 22 minutes 54 seconds East 40.00 feet to the east boundary of Indiana Avenue (C.R. 21) to the point of beginning of said centerline; thence South 89 degrees 58 minutes 00 seconds East 116.21 feet; thence North 44 degrees 57 minutes 13 seconds East 37.95 feet; thence North 0 degrees 00 minutes 00 seconds East 146.21 feet; thence North 44 degrees 50 minutes 27 seconds West 34.27 feet; thence South 89 degrees 49 minutes 13 seconds West 120.99 feet terminating on the east boundary of Indiana Avenue (C.R. 21). Containing 0.21 acres, more or less.

The sidelines of said easement shall be prolonged or shortened so as to terminate at the east boundary of Indiana Avenue (C.R. 21).

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2020-20615 and #2020-21872

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: May 12, 2023
Job Number: 2020-0104

H:\2020 Projects\2020-0104\Surv\Easements\2023-05-12 Watermain Easement Exhibit A.doc

Parcel No: Watermain Esmt.
 Road: Indiana Ave.
 Sec: 16 Town: 36N Range: 6E

Easement Sketch Exhibit "B"

Job No: 2020-0104
 Drawn: jsb
 Checked: jsb
 County: Elkhart

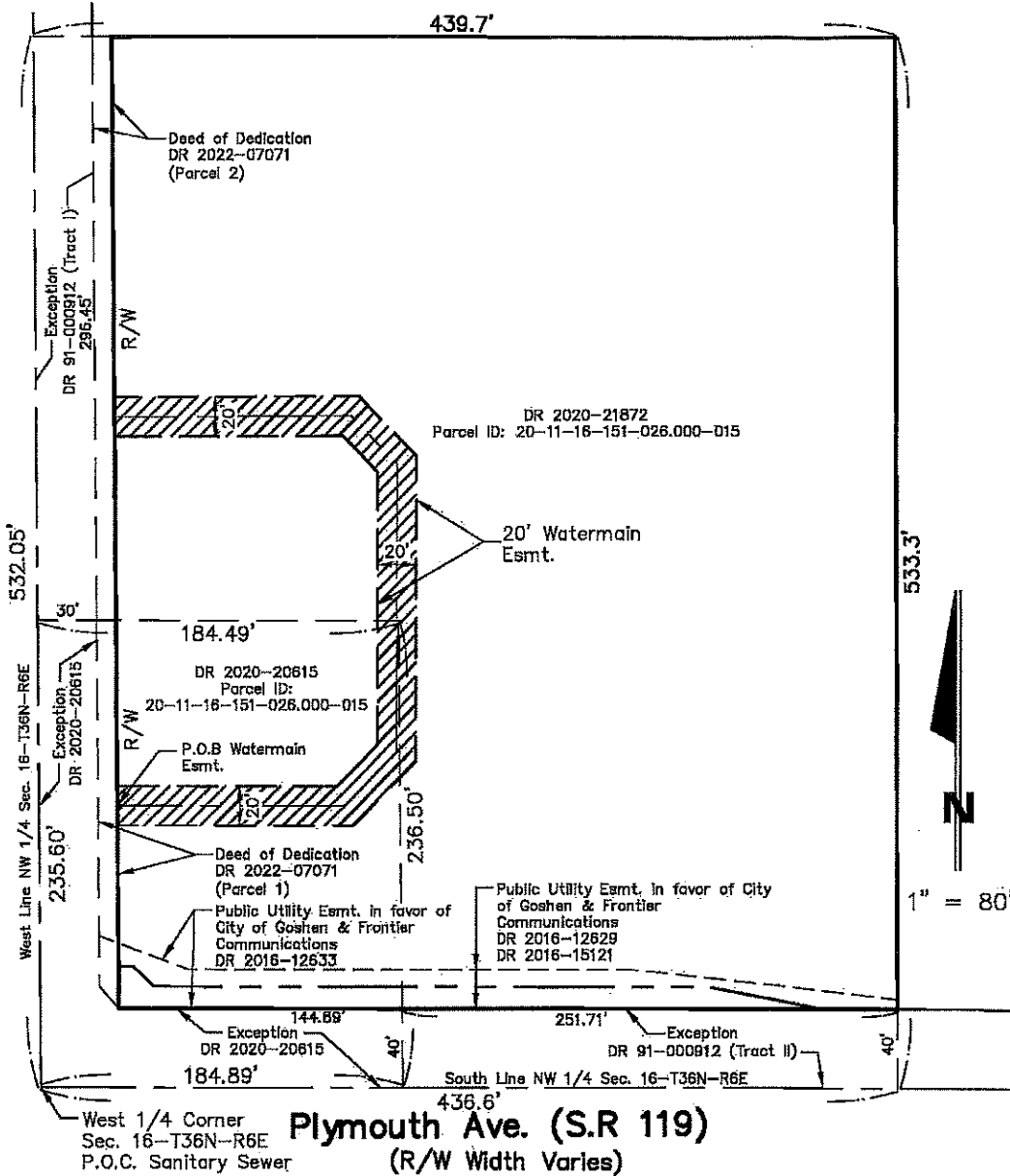


Hatched area is approximate easement.

Prepared for: City of Goshen
 Owner: Greenwood Rental Properties, LLC,
 an Indiana limited liability company
 Deed Rec.: See Below
 Key Number: See Below

This plat was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey. Dimensions shown are from listed record documents.

Indiana Ave. (C.R. 21)
 (R/W Width Varies)



Plymouth Ave. (S.R 119)
 (R/W Width Varies)



JONES
 PETRIE
 RAFINSKI

South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Greenwood Rental Properties, LLC, an Indiana limited liability company, and accepts the Easement on _____, 2023.

Printed: _____
Title: Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2023, personally appeared _____, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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).

EASEMENT

Greenwood Rental Properties, LLC, an Indiana limited liability company (“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, the following easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawing attached as Exhibit B. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate more commonly known as 1006 S. Indiana Avenue, Goshen, Indiana, 46526, and part of Parcel Number 20-11-16-151-026.000-015. Grantor obtained title to the real estate by Warranty Deed dated September 1, 2020 and recorded September 9, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-20615; and by Deed dated September 1, 2020, and recorded September 22, 2020 in the Office of the Recorder of Elkhart County, as Instrument No. 2020-21872.

The Easement is granted and conveyed to City for Goshen City sewer utility purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City sewer utility facilities, including any appurtenances as may be required.

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 May 24, 2023.

Greenwood Rental Properties, LLC, an Indiana limited liability company

Mayra A. Garcia
Mayra A. Garcia, Member

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on May 24, 2023, personally appeared Mayra A. Garcia, as Member of Greenwood Rental Properties, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument.

R. Leticia Islas
Notary Public
Printed: R. Leticia Islas
County of residence: Elkhart
Commission number: 714324
My commission expires: June 12, 2026

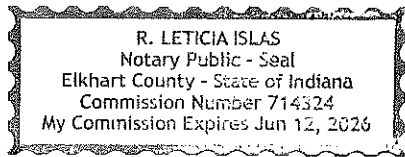


EXHIBIT "A"

Project: Greenwood Rental Properties, LLC
Parcel: Goshen Apartments, Sanitary Sewer Easement
Key No: 20-11-16-151-026,000-015

Sheet 1 of 1

A 20-foot wide sanitary sewer easement being a part of the Northwest Quarter of Section 16, Township 36 North, Range 6 East, Elkhart County, Indiana, and being a part of the grantor's land lying within the easement lines depicted on the Easement Sketch, marked Exhibit "B", described as follows: Commencing at the West Quarter corner of said Section; thence North 0 degrees 37 minutes 06 seconds West, said bearing being the basis of bearing of the description with all other bearings herein relative thereto, 306.25 feet; thence North 89 degrees 22 minutes 54 seconds East 40.00 feet to the east boundary of Indiana Avenue (C.R. 21) and being the point of beginning of this description; thence North 0 degrees 37 minutes 06 seconds West 20.00 feet along said east boundary; thence North 89 degrees 57 minutes 30 seconds East 115.66 feet; thence North 0 degrees 05 minutes 56 seconds West 100.27 feet; thence North 89 degrees 54 minutes 04 seconds East 20.00 feet; thence South 0 degrees 05 minutes 56 seconds East 332.71 feet; thence South 89 degrees 54 minutes 04 seconds West 20.00 feet; thence North 0 degrees 05 minutes 56 seconds West 212.44 feet; thence South 89 degrees 57 minutes 30 seconds West 115.48 feet to the east boundary of Indiana Avenue (C.R. 21) to the point of beginning and containing 0.21 acres, more or less.

This description was written from the information obtained from the recorder's office and other sources that were not necessarily checked by a field survey.

Reference document: #2020-20615 and 2020-21872

Prepared for: City of Goshen
By: Jeffrey S. Barnes, PS
Firm: Jones Petrie Rafinski
Date: May 12, 2023
Job Number: 2020-0104

H:\2020 Projects\2020-0104\Surv\Easements\2023-05-12 Sanitary Sewer Easement Exhibit A.doc

Parcel No: San. Sewer Esmt.
 Road: Indiana Ave.
 Sec: 16 Town: 36N Range: 6E

Easement Sketch Exhibit "B"

Job No: 2020-0104
 Drawn: jsb
 Checked: jsb
 County: Elkhart

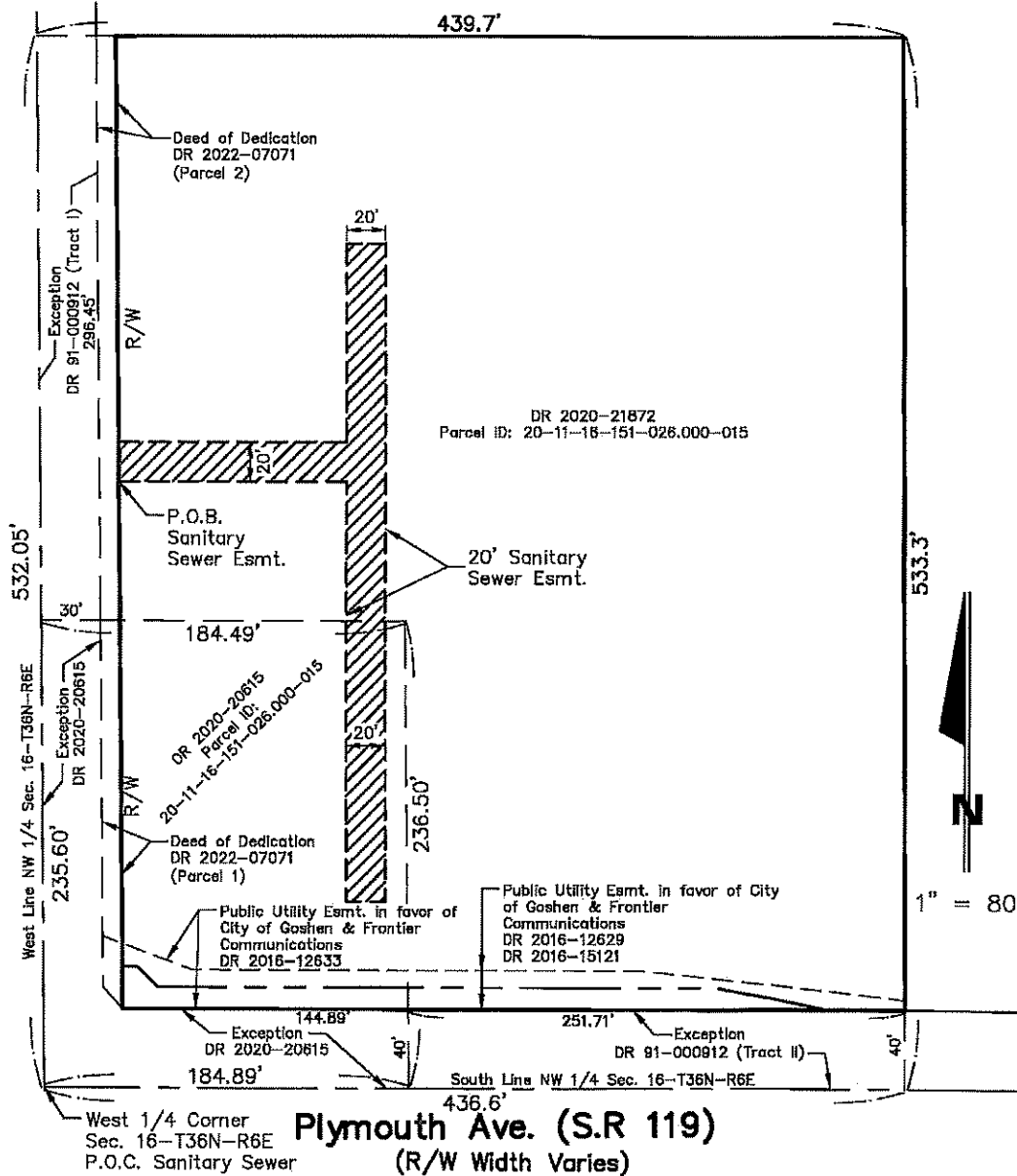


Hatched area is approximate easement.

Prepared for: City of Goshen
 Owner: Greenwood Rental Properties, LLC,
 an Indiana limited liability company
 Deed Rec.: See Below
 Key Number: See Below

This plot was prepared from information obtained from the recorder's office and other sources which were not necessarily checked by a field survey. Dimensions shown are from listed record documents.

Indiana Ave (C.R. 21)
 (R/W Width Varies)



Plymouth Ave. (S.R 119)
 (R/W Width Varies)



JONES
 PETRIE
 RAFINSKI

South Bend, IN
 p: 574.232.4388
 Fort Wayne, IN
 p: 260.422.2522

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Greenwood Rental Properties, LLC, an Indiana limited liability company, and accepts the Easement on _____, 2023.

Printed: _____
Title: Mayor

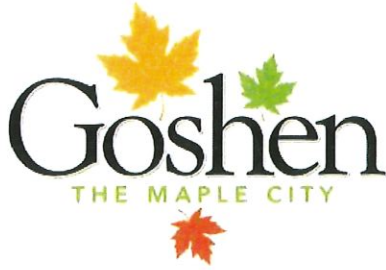
STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 2023, personally appeared _____, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the foregoing instrument.

Notary Public
Printed: _____
County of residence: _____
Commission number: _____
My commission expires: _____

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).



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **ARCADIS AGREEMENT AMENDMENTS – LINEAR ASSET MANAGEMENT
(JN: 2020-0010)**

DATE: June 5, 2023

Goshen Utilities has worked with ARCADIS over the last couple of years to develop the City's linear utility asset assessment program. There is money remaining in two open ARCADIS contracts. With the change in the City's GIS Coordinator position and with the addition of the Asset Management position, it is Goshen Utilities' desire to utilize the remaining contract allowance to:

- 1.) Evaluate the current GIS and provide recommendations for improvement
- 2.) Reconnect the RRPS databases to the current GIS, CCTV inspections, and other reference data
- 3.) Provide RRPS refresher training to staff

The remaining value of the of "Linear Asset Management and Capital Planning for City of Goshen Water and Wastewater" is \$8,679.08 and the remaining value of the "Permitting and Land Management System" is \$4,239.40, for a total amended service price of \$12,918.48.

Requested Motion: Move to approve contract Amendment No. 1 for the "Linear Asset Management and Capital Planning for City of Goshen Water and Wastewater" and for the "Permitting and Land Management System" for a total amended value of \$12,918.48. Further move to authorized the Mayor to sign both amendments.

AMENDMENT NO. 01

Permitting and Land Management System

THIS AMENDMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Arcadis U.S., Inc.** (“Consultant”), whose mailing address is 630 Plaza Drive, Highlands Ranch, CO 80129, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Consultant entered into an Agreement on February 25, 2021 for services related to permitting and land management system.
- (B) City wishes to amend the scope of services to include items listed in Section 1 below. These services will be performed at the direction of the City utilizing the remaining budget from the February 25, 2021 Agreement to the sum of Four Thousand Two Hundred Thirty-Nine Dollars and Forty Cents (\$4,239.40).
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

SECTION 1. Scope of Services

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

- (A) Evaluate the current GIS and provide recommendations for improvement if necessary.
- (B) Reconnect the RRPS databases to the current GIS, CCTV inspections, and other reference data.
- (C) Provide RRPS refresher training.

SECTION 2. Effective Date

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

SECTION 3. Compensation

3.01 City will compensate Consultant for the services based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed Four Thousand Two Hundred Thirty-Nine Dollars and Forty Cents (\$4,239.40) for the Services under this Amendment. Consultant’s standard hourly rates are as follows:

Category	Hourly Rate
Technician/Project Assistant I	117
Technician/Project Assistant II	127
Technician/Project Assistant III	142
Technician/Project Assistant IV	170
Staff Engineer/Scientist/Architect	159
Project Engineer/ Scientist/Architect	170
Senior Engineer/ Scientist/Architect I	180
Senior Engineer/Scientist/Architect II	196
Principal Engineer/Scientist/Architect I	254
Principal Engineer/Scientist/Architect II	286
Engineer/Scientist Director	313

SECTION 4. Original Agreement

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

SECTION 5. Authority to Execute

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

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

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

Arcadis U.S., Inc

Jeremy P. Stutsman, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____

AMENDMENT NO. 01

**LINEAR ASSET MANAGEMENT AND CAPITAL PLANNING
FOR CITY OF GOSHEN WATER AND WASTEWATER**

THIS AMENDMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Arcadis U.S., Inc.** (“Consultant”), whose mailing address is 630 Plaza Drive, Highlands Ranch, CO 80129, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (A) City and Consultant entered into an Agreement on November 20, 2019 for services related to linear asset management and capital planning for water and wastewater assets.
- (B) City wishes to amend the scope of services to include items listed in Section 1 below. These services will be performed at the direction of the City utilizing the remaining budget from the November 20, 2019 Agreement to the sum of Eight Thousand Six Hundred Seventy-Nine Dollars and Eight Cents (\$8,679.08).
- (C) Any modification or amendment to the terms and conditions of the Agreement shall be made in writing and signed by both parties.

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

SECTION 1. Scope of Services

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

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- (B) Reconnect the RRPS databases to the current GIS, CCTV inspections, and other reference data.
- (C) Provide RRPS refresher training.

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

Arcadis U.S., Inc

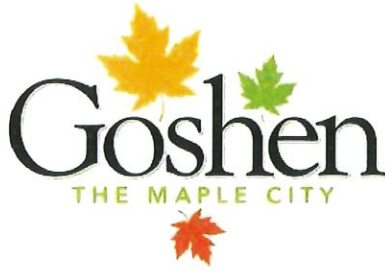
 Jeremy P. Stutsman, Mayor

 Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



**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: Goshen Engineering Department

RE: **INDIANA AVENUE APARTMENTS
INDIANA AVENUE LANE RESTRICTIONS- REVISED (JN: 2020-2010)**

DATE: June 5, 2023

Niblock Excavating has requested permission to have lane restrictions on Indiana Avenue. Restrictions are the northbound turn lane of the Indiana Avenue Apartments and the southbound turn lane to the Indiana Avenue apartments from Wednesday, June 7 until Friday, June 9. Work during this period, will include resetting a water valve and resetting a casting. Traffic will still have access on Indiana Avenue.

Requested motion: Move to approve the lane restrictions on Indiana Avenue of the north and southbound turn lanes of the Indiana Avenue apartments from June 7, 2023, until June 9, 2023. The traffic control plan is attached.

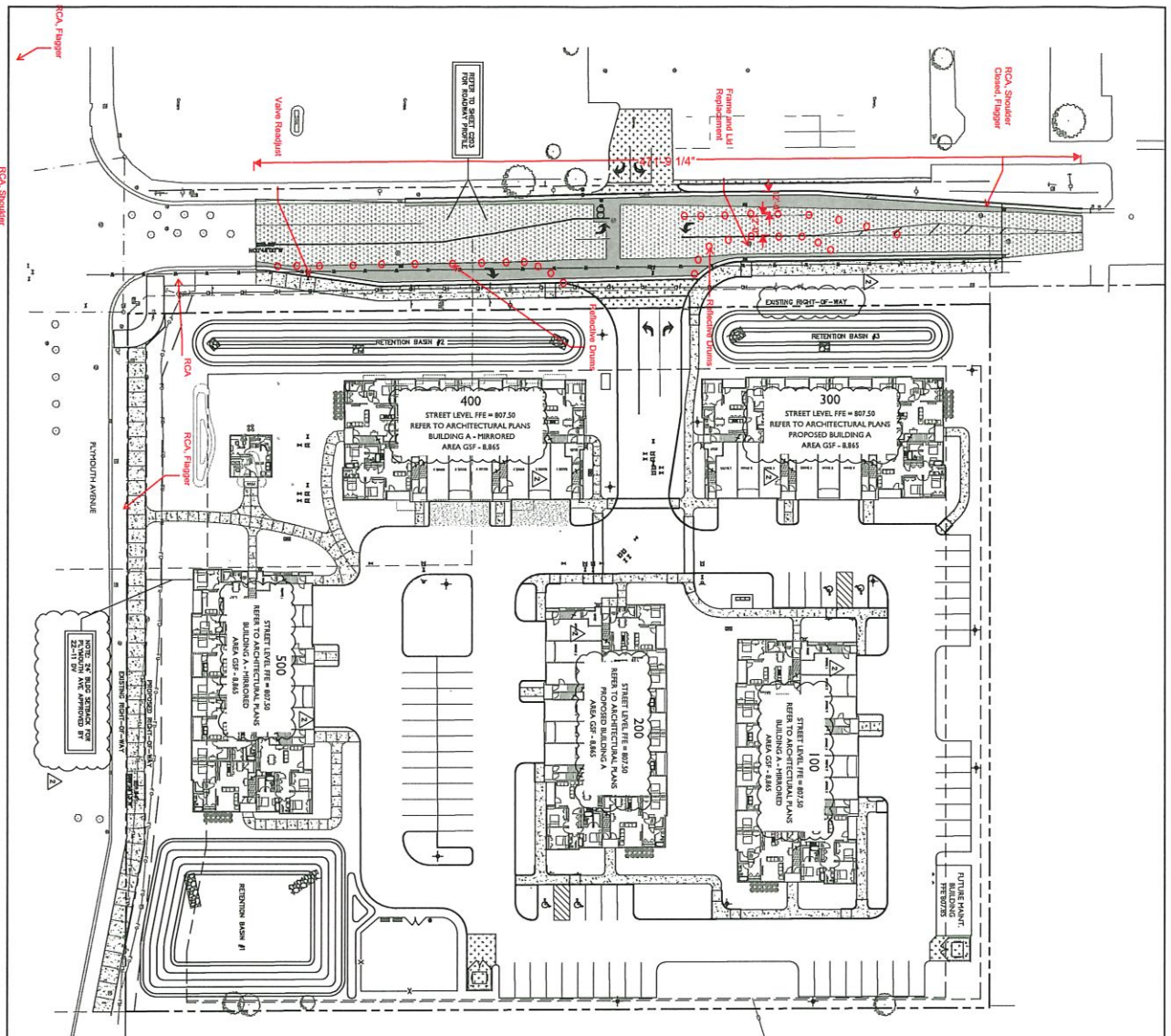
**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



PROJECT STATISTICS

BLDG NO.	BLDG TYPE	1 BEDROOM	2 BEDROOM	3 BEDROOM	4# OF UNITS PER BLDG.	AREA PER BLDG. (GSF)
100	1,254 GSF 1.1# OF 2 BEDROOM	4	2	2	8	8,855
200	1,254 GSF 1.1# OF 2 BEDROOM	4	2	2	8	8,855
300	1,254 GSF 1.1# OF 2 BEDROOM	4	2	2	8	8,855
400	1,254 GSF 1.1# OF 2 BEDROOM	4	2	2	8	8,855
500	1,254 GSF 1.1# OF 2 BEDROOM	4	2	2	8	8,855
TOTAL # UNITS		20	10	10	30	60
TOTAL % OF UNITS		33%	17%	17%		60
TOTAL UNITS		17%	33%	17%		44,232

BUILDING	1 BEDROOM	2 BEDROOM	3 BEDROOM	4# OF UNITS PER BLDG.	AREA PER BLDG. (GSF)
100	4	2	2	8	8,855
200	4	2	2	8	8,855
300	4	2	2	8	8,855
400	4	2	2	8	8,855
500	4	2	2	8	8,855
TOTAL	20	10	10	30	60

FIRST FLOOR

SECOND FLOOR

INDIANA AVENUE APARTMENTS DEVELOPMENT

ANCON CONSTRUCTION

OVERALL SITE PLAN

2146 ELKHART RD GOSHEN, IN 46532 63-99-2022

DESIGNED BY: [Logo]

DRAWN BY: C.E. MAJORS

DATE: MARCH 9, 2022

JOB NUMBER: 2020-0104

SCALE: 1"=40'

C2100

18hours, IN p. 574.293.7762

South Bend, IN p. 574.232.4180

Fort Wayne, IN p. 246.422.2532

JONES PETRIE RAFINSKI

ARCHITECTS

1000 N. COLLETT AVENUE, SUITE 100, FORT WAYNE, IN 46802

TEL: 765.746.3333 FAX: 765.746.3334

WWW.JONESPETRIERAFINSKI.COM

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NO.	REVISION	DATE
1	Revisions per City Tech Review comments	05-13-2022
2	Revisions per City Tech Review comments	04-12-2022

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD
RESOLUTION 2023-17**

**Interlocal Agreement with City of Elkhart
for Stormwater Education Programs**

WHEREAS the City of Goshen and the City of Elkhart have negotiated an interlocal agreement for stormwater education programs.

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

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety and Stormwater Board approves the terms and conditions of the Interlocal Agreement with the City of Elkhart for stormwater education programs attached to and made a part of this resolution.

BE IT FURTHER RESOLVED that the Mayor is authorized to execute the Interlocal Agreement on behalf of the Goshen Board of Public Works and Safety and Stormwater Board and the City of Goshen.

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

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

INTERLOCAL AGREEMENT
FOR STORMWATER EDUCATION PROGRAMS

THIS INTERLOCAL AGREEMENT is made and entered into by and between the City of Goshen, Indiana, acting through the Goshen Board of Public Works and Safety and Stormwater Board (hereinafter referred to as "Goshen") and the City of Elkhart, Indiana acting through the Elkhart Board of Public Works (hereinafter referred to as "Elkhart").

WHEREAS, Goshen would like to enter into an Interlocal Agreement with the Elkhart to provide educational programs for students and adults in Goshen.

WHEREAS Goshen and Elkhart desire to enter into this Interlocal Agreement in accordance with the terms and provisions hereinafter stated to provide educational programs for students and adults in Goshen.

NOW, THEREFORE, in consideration of the premises and the terms and provisions contained herein Goshen and Elkhart hereby mutually agree as follows:

PURPOSE/PROGRAM

1. Through the previous Interlocal Agreement, the City of Elkhart Aquatic Biology Department conducted educational programs for Goshen with Goshen Community Schools, Bethany Christian Schools, Goshen College, the public and others. Through this Interlocal Agreement, these educational programs will continue to be administered by Elkhart.

2. Elkhart Aquatic Biology Department will provide up to ten (10) educational programs for Goshen. While these programs may vary in the audience reached and the format of each event may vary, the following aspects will be touched on to the extent possible: the biological health of the Elkhart River and other local waterways, how the Elkhart Aquatic Biology Department monitors the biological community in Goshen's waterways, how stormwater pollution can have a negative impact upon our local water resources, the importance of protecting our local water resources, and how participants can be actively involved in protecting our local water resources.

3. Elkhart's Aquatic Biology Department will coordinate with Goshen's Stormwater Coordinator on these ten (10) educational and public outreach events. Each event will be mutually agreed upon by Elkhart's Aquatic Biology Program and Goshen's Stormwater Coordinator and Goshen's Stormwater Coordinator may reject a proposed event if determined that it not align with the goals of Goshen's Stormwater Program. Elkhart's Aquatic Biology Department shall provide advanced notification to the Goshen Stormwater Coordinator for when each of the public education events will be taking place, in order for the City to provide sufficient public advertisement for public events and to allow for City employees to attend as needed. Elkhart's Aquatic Biology Department will handle all of the scheduling logistics and provide all of the necessary materials for each program; however, Goshen may also provide educational materials when and where applicable. Goshen Stormwater staff will attend programs on an as needed basis to either help with the collection of fish

specimens and to provide information on stormwater pollution and its effects on our local waterways.

4. Deliverables - Elkhart Aquatic Biology Department shall provide Goshen with a year-end report detailing all of the programs carried out within the City of Goshen including the date and time of the program, the location, the number of participants, and a brief description of the nature of the program.

DURATION

The duration of this Interlocal Agreement will be effective for the years 2023-2025.

FUNDING

Goshen agrees to pay Elkhart up to the amount of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) over the three (3) years. The funding shall be payable to Elkhart at a rate of Seven Hundred Fifty Dollars (\$750.00) per event up to a maximum amount of Seven Thousand Five Hundred Dollars (\$7,500.00) for ten (10) events in total per year. Payment will be made within thirty days from receipt of invoice from Elkhart provided satisfactory performance of Elkhart Aquatic Biology Department has been attained.

ADMINISTRATION

Elkhart will administer this Interlocal Agreement. Any accounting required as a result of this Interlocal Agreement will be the responsibility of Elkhart. Elkhart agrees to maintain any documents, contracts, notices and other records that are required to be maintained because of this Interlocal Agreement. Elkhart shall receive, disburse and account for all monies, received or disbursed in connection with the administration of this Interlocal Agreement. Each party shall be solely responsible for the workforce (either employees or independent contractors) utilized by that party to carry out any activity undertaken by that party which is authorized or required by the terms of this Interlocal Agreement.

PERMITS

Each party shall be responsible for obtaining any permits required for any activity undertaken by that party as authorized or required by the terms of this Interlocal Agreement. Also, each party shall comply with all statutes, ordinances, rules and regulations applicable to any activity undertaken by either party which is authorized or required by the terms of this Interlocal Agreement.

TERMINATION

The parties may terminate this Interlocal Agreement under any of the following conditions:

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

2. Goshen may terminate this Interlocal Agreement, in whole or in part, in the event of default by Elkhart. In such event, Goshen may issue a written notice of default and provide a period of time in which Elkhart shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Goshen.

3. Elkhart may terminate this Interlocal Agreement, in whole or in part, in the event of default by Goshen. In such event, Elkhart may issue a written notice of default and provide a period of time in which Goshen shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Elkhart.

4. 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 Interlocal Agreement.

Upon termination for any reason, Goshen shall be entitled to a report detailing all of the programs completed up to the date of termination as specified in #4 under the Purpose/Program Section.

INDEMNIFICATION

Each party agrees to indemnify and save the other party, its officers, agents and employees harmless from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and costs (including the cost of defense, settlement and reasonable attorney's fees) caused by or resulting from any activity undertaken by that party which is not authorized or required by the terms of this Interlocal Agreement.

REAL ESTATE AND PERSONAL PROPERTY

No real estate or personal property will be acquired by either party in carrying out the obligations of this Interlocal Agreement.

SUPPLEMENTAL DOCUMENTS

Goshen and Elkhart agree to execute any and all supplementary documents and to take any and all supplementary steps as are reasonable and appropriate to accomplish the purposes and provisions of this Interlocal Agreement.

NON-DISCRIMINATION

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

REQUIRED EMPLOYMENT POLICIES

1. Pursuant to IC 22-5-1. 7, each party shall enroll in and verify the work eligibility status of all newly hired employees through the E-Verify Program ("Program"). Neither party is required to verify the work eligibility status of all newly hire employees through the Program if the Program no longer exists.

2. Neither party nor its subcontractors shall knowingly employ or contract with an unauthorized alien [as defined by 8 U.S.C. § 1324a(h)(3)] or retain an employee or contract with a person that either party or its subcontractors subsequently learn is an unauthorized alien. If either party violates this section 2, the other party shall require the violating party to remedy the violation not later than thirty (30) days after the other party notifies the violating party. If the violating party fails to remedy the violation within the thirty (30) day period, the other party shall terminate the agreement for breach of contract. If either party terminates the Interlocal Agreement for violation of these required employment policies, the violating party shall be liable to the other party for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that each party did not knowingly employ an unauthorized alien if that party verified the work eligibility status of the employee through the Program.

3. Upon request, an authorized individual shall sign and submit to the other party an affidavit that the party does not knowingly employ an unauthorized alien. This Interlocal Agreement shall not be enforceable against the other party, unless such an affidavit is submitted to the other party if requested.

NOTICES

Any notices required or permitted under this Interlocal Agreement shall be given to the parties at their respective mailing addresses provided below by deposit in the United States mail with proper postage affixed, and which notices shall be effective three (3) days after date of mailing to:

Elkhart:	City of Elkhart Board of Public Works 229 S. 2nd Street Elkhart, IN 46516
Goshen:	Goshen Legal Department 204 E. Jefferson Street, Suite 2 Goshen, Indiana 46528

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

AMENDMENT

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

SEVERABILITY

The provisions in this Interlocal Agreement are deemed to be severable to the effect that if any provision shall be declared to be invalid or unenforceable for any reason by a court or competent jurisdiction, the remaining provisions shall continue in full force and effect.

GOVERNING LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

Except as otherwise expressly provided, this Interlocal Agreement supersedes all prior agreements, negotiations, and discussions relative to the subject matter and is a full integration of the agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Interlocal Agreement pursuant to all requisite authorizations on the dates as set forth below.

City of Goshen, Indiana

By: _____
Jeremy P. Stutsman, Mayor

ATTEST:

By: _____
Richard R. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

WITNESS my hand and notarial seal.

Notary Public
Resident of _____ County, IN

My Commission Expires:

City of Elkhart, Indiana

By: _____
Printed: _____
Title: _____

ATTEST:

By: _____
Printed: _____
Title: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, this _____ day of _____, 2023, personally appeared _____ (Name), _____ (Title) and _____ (Name), _____ (Title) and acknowledged that as said representatives executed the foregoing Interlocal Agreement for and on behalf of, and in the name of the City of Elkhart, Indiana, for the uses and purposed therein mentioned, and that they were authorized so to do.

WITNESS my hand and notarial seal.

Notary Public
Resident of _____ County, IN

My Commission Expires:

APPROVAL

The City of Goshen Common Council hereby approves of the above and foregoing Interlocal Agreement this ____ day of _____, 2023.

CITY OF GOSHEN COMMON COUNCIL

By: _____
Jeremy P. Stutsman, Presiding Officer

ATTEST:

By: _____
Richard R. Aguirre, Clerk-Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

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

WITNESS my hand and notarial seal.

Notary Public
Resident of _____ County, IN

My Commission Expires:



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
BETHANY CHRISTIAN SCHOOLS – EAST ATHLETIC COMPLEX
(JN: 2018-2049)**

DATE: June 5, 2023

The developer of the Bethany Christian Schools – East Athletic Complex project, affecting one (1) or more acres of land and located at 2904 S Main Street, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Bethany Christian Schools – East Athletic Complex as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
HORIZONS OF HOPE, INC. BUILDING #2 ADDITION (PCSMP AMENDMENT #3)
(JN: 2023-2004)**

DATE: June 5, 2023

The developer of the Horizons of Hope, Inc. Building #2 Addition project located at 215 Lakeview Drive, has submitted a sufficient amendment (#3) to the existing post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Horizons of Hope, Inc. Building #2 Addition as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
KROPF RV TRANSPORT FACILITY (JN: 2022-2015)**

DATE: June 5, 2023

The developer of the Kropf RV Transport Facility project, affecting one (1) or more acres of land and located at 2620 Lincolnway East, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Kropf RV Transport Facility as it has been found to meet the requirements of City Ordinance 4329.



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: POST-CONSTRUCTION PLAN APPROVAL
WHISPERING PINES COURT PHASES TWO AND THREE (JN: 2020-2017)**

DATE: June 5, 2023

The developer of the Whispering Pines Court Phases Two and Three project, affecting one (1) or more acres of land and located at the intersection of Greencroft Parkway South and Whispering Pines Court, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

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

Full document available upon request.

Requested Motion: Accept the post-construction stormwater management plan for Whispering Pines Court Phases Two and Three as it has been found to meet the requirements of City Ordinance 4329.
