



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., July 10, 2023

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

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

Call to Order by Mayor Gina Leichty

Approval of Minutes: June 26, 2023

Approval of Agenda

1) Goshen Painter's Guild request: Placement of a Free Little Art Gallery (FLAG) at Main and Washington Streets in downtown Goshen

2) Ken Beachy request: Utilities extension to 513 S. Winter Avenue

3) Legal Department: Award contract to C.E. Hughes Milling, Inc. dba the Airmarking Co., as the lowest responsible and responsive quoter and authorize Mayor Leichty to execute the accompanying agreement for the 2023 Line Striping Project at an estimated cost of \$90,000

4) Legal Department: Approve and authorize Mayor Leichty to execute the agreement with Martec General Construction for renovations to 1402 W. Wilden Ave at a cost of \$32,000

5) Legal Department: Approve and authorize Mayor Leichty to execute the amended agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of one additional City generator located at 308 Egbert Road, at a cost not to exceed \$459.76

6) Legal Department: Amendment No. 1 to Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.

7) Legal Department: Agreement Amendment #3 with American Structurepoint, Inc. for Quiet Zone

8) Legal Department: Resolution 2023-20, Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project



- 9) **Engineering Department:** Closures for Elkhart County to Perform Bridge Deck Sealing
- 10) **Engineering Department:** Change Order No. 2 for 2023 Asphalt Paving Project
- 11) **Engineering Department:** Lane Closures on East & West Jackson Street
- 12) **Engineering Department:** NIPSCO Lane Restriction in Front of 1828 Berkey Avenue
- 13) **Engineering Department:** Parking Spot Closure by 121 W. Washington Street
- 14) **Engineering Department:** Purl Street and 8th Street Intersection

Privilege of the Floor

CITY OF GOSHEN STORMWATER BOARD

Regular Meeting Agenda

2:00 p.m., July 10, 2023

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

Members: Mayor Leichty, Mike Landis and Mary Nichols

- 15) **Stormwater Department:** Municipal Separate Storm Sewer System (MS4) General Permit Notice of Intent Amendment (JN: 2002-0039)

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD MINUTES OF THE JUNE 26, 2023 REGULAR MEETING

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

Present: Mayor Gina Leichty, Mike Landis, Mary Nichols, and Barb Swartley

Absent: none

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the June 12, 2023 Regular Meeting. Board Member Barb Swartley moved to accept the minutes as presented and the motion was seconded by Board Member Mary Nichols. Motion passed 4-0.

REVIEW/APPROVE AGENDA: Mayor Leichty presented the meeting agenda as submitted by the Clerk-Treasurer. Board member Swartley moved to approve the agenda as submitted. Board member Nichols seconded the motion. Motion passed 4-0.

1) Opening of sealed quotes for the City of Goshen 2023 line striping project for the Street Department

On behalf of the City Street Department, the Board of Public Works & Safety was asked to open all sealed quotes submitted to the City for the 2023 line striping project. All sealed quotes were due to be submitted to the Clerk-Treasurer's Office by 1 p.m. on June 26, 2023.

Mayor Leichty announced one quote was received from C.E Hughes Milling, Inc., doing business as The Airmarking Co., from Rochester, Indiana. The quote: Item 1, Yellow paint, \$38,999.25; Item 2., White paint, \$48,468.00; Item 3, Yellow thermoplastic, \$145,409.00; and Item 4, White thermoplastic, \$116,997.75.

Mayor Leichty/Board member Nichols moved that the bids received be referred to the City Legal Department for review. Motion passed 4-0.

2) Police Department: Promotion of Jorden L.W. Snyder #220 from Probationary Patrol Officer to Patrol Officer, retroactive to June 21, 2023

City Police Chief José Miller asked the Board to approve the promotion of **Jorden L.W. Snyder** from the rank of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 21, 2023.

Chief Miller said Officer Snyder has attended, and successfully completed, the Indiana Law Enforcement Academy basic training program. On June 21, 2023, Officer Snyder completed his 12-month probationary period for the Goshen Police Department. Chief Miller said Officer Snyder has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Swartley/Nichols moved to approve the promotion of Jorden L.W. Snyder from the rank of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 21, 2023. Motion passed 4-0.

After the promotion was approved, Mayor Leichty swore Patrol Officer Jorden L.W. Snyder into office.

3) Police Department: Promotion of Ever G. Gutierrez Franco #221 from Probationary Patrol Officer to Patrol Officer, retroactive to June 21, 2023

City Police Chief José Miller asked the Board to approve the promotion of **Ever G. Gutierrez Franco** from the rank of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 21, 2023.



Chief Miller said Officer Franco has attended, and successfully completed, the Indiana Law Enforcement Academy basic training program. On June 21, 2023, Officer Franco completed his 12-month probationary period for the Goshen Police Department. Chief Miller said Officer Franco has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Swartley/Nichols moved to approve the promotion of Ever G Gutierrez Franco from the rank of Probationary Patrol Officer to the rank of Patrol Officer, retroactive to June 21, 2023. Motion passed 4-0.

After the promotion was approved, Mayor Leichty swore Patrol Officer Ever G. Gutierrez Franco into office.

4) Fire Department: Conditional Offer of Employment to Christopher L. Vaughn, Jr.

On behalf of the City Fire Department, **Shannon Marks, the Legal Compliance Administrator for the City Legal Department**, recommended that the Board extend a conditional offer of employment to **Christopher L. Vaughn, Jr.**, approve a Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement.

In a memorandum to the Board, **Marks** wrote that the agreement sets forth the conditions Vaughn must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the Board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Vaughn possesses a Firefighter I/II certification, and a Basic EMT certification. Once employed, Vaughn will be required to successfully complete a paramedic training program and obtain an Indiana paramedic license and serve as an active paramedic with the Department a minimum of three years.

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

Swartley/Nichols moved to extend a conditional offer of employment to Christopher L. Vaughn, Jr. as a probationary firefighter, approve the Conditional Offer of Employment Agreement with Vaughn and authorize the Mayor to execute the agreement. Motion passed 4-0.

5) Fire Department: Conditional Offer of Employment to Noah P. Youngman

On behalf of the City Fire Department, **Shannon Marks, the Legal Compliance Administrator for the City Legal Department**, recommended that the Board extend a conditional offer of employment to **Noah P. Youngman**, approve a Conditional Offer of Employment Agreement and authorize the Mayor to execute the agreement.

In a memorandum to the Board, **Marks** wrote that the agreement sets forth the conditions Youngman must meet prior to beginning employment with the Fire Department as a probationary firefighter, which includes being approved by the Board of the Indiana Public Retirement System for membership to the 1977 Police Officers' and Firefighters' Pension and Disability Fund. Youngman possesses Firefighter I/II certification, and Basic EMT certification. Once employed, Youngman will be required to successfully complete a paramedic training program and obtain an Indiana paramedic license and serve as an active paramedic with the Department a minimum of three years.

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

Swartley/Nichols moved to extend a conditional offer of employment to Noah P. Youngman as a probationary firefighter, approve the Conditional Offer of Employment Agreement with Youngman and authorize the Mayor to execute the agreement. Motion passed 4-0.

6) Elkhart County 4H Fair request: Street closures and related City support services for the annual fair parade downtown on July 23, 2023 (Boyd Smith)

Boyd Smith, director of the Elkhart County 4-H Fair Parade, requested Board approval to stage the 2023 Fair Parade, along with traditional support services from the City. He said the parade is scheduled for July 23, 2023 with no changes to the traditional route.



In a written request, **Smith** asked the Board to have the City Police Department close streets as they see appropriate for the staging and running of the parade. He also requested assistance from the City Street Department with street barricades and trash pickup. He noted that that the City has provided these services for over 20 years.

Smith also indicated that the staging areas will be Linway Plaza, Kroger Plaza and Rogers Park. Parade registration begins at 10:30 a.m. and the parade will step off promptly at 1:30 p.m.; some units will arrive as early as 9 a.m.

Board member Landis asked how the City could close intersections with shared City and State responsibility. **City Director of Public Works & Utilities Dustin Sailor** said the City already applied for right-of-way permits.

Swartley/Nichols moved to approve the staging and street closures for the 2023 Fair Parade on July 23, 2023. Motion passed 4-0.

7) College Farm Neighborhood request: Closure of the 1800 block of South 13th Street and street barricades on Aug. 5, 2023 for the annual block party (Craig Yoder)

Craig Yoder, representing the College Farm Neighborhood, consisting of the area South of College Avenue from 12th Street to 15th Street, requested permission to hold a Neighborhood Block Party in the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Saturday Aug. 5, 2023, from 6:30 to 9:00 p.m.

In a written request, **Yoder** wrote that the College Farm Neighborhood Committee asked that this one block be closed during this time. The committee asked that street barricades be dropped off at 13th Street and Leroy Avenue and at 13th Street and Mervin Avenue. Yoder also wrote that if the **area police officer** would be available to stop by the party, committee members would like to introduce the officer to the residents. He said residents expect **City Councilor Gilberto Perez** to attend the party since he is a resident of the neighborhood.

In a written response to Yoder's request, **City Director of Public Works & Utilities Dustin Sailor** wrote that the proposed road segment identified for closure by the neighborhood is under contract to be repaved in July. Based on the contractor's schedule, the work will be completed before the proposed block party. He cautioned that there is always a risk for disruption, especially since this area is part of an active construction boundary, but added, "At this time, I see no issue with approving the closure, and if a problem develops, Goshen Engineering will reach out."

Swartley/Nichols moved to approve the closure of the 1800 block of South 13th Street, between Mervin Avenue and Leroy Street, on Saturday Aug. 5, 2023, from 6:30 to 9:00 p.m., for the neighborhood block party. Motion passed 4-0.

8) Crystal Valley Comfort request: Partial closure of Lincoln Avenue for one hour on June 28, 2023 so a crane can lift a split unit on the roof of 123 E. Lincoln Ave. (Bill Rose)

William Rose of Crystal Valley Comfort asked the Board to approve a road closure at 123 E. Lincoln Avenue on June 28, 2023 at 7 a.m. for approximately one hour. Rose said a crane will be lifting a Mitsubishi split unit to be installed on the roof. He further described how the crane will be positioned and staff that would re-direct traffic.

In a written request, **Rose** indicated two copper line sets will be run from the outdoor unit to the indoor mini split heads. These line sets will go through roof flashings on the roof and be sealed. The building owner plans to have an electrician run a high voltage wire to a disconnect on the roof.

Board member Swartley asked if Rose had spoken to City Street Department staff about the use of barricades. Rose responded that he had been in contact with the Clerk-Treasurer's Office and City staff had been contacted.

City Street Commissioner David Gibbs said his staff would be posting "no parking" signs on Tuesday and two City employees would help redirect traffic until the lift was done. One lane would remain available.

Clerk-Treasure Aguirre said Rose was aware of the City staff recommendations regarding his on-site work.

In a written response, **City Director of Public Works & Utilities Dustin Sailor** wrote that the City Engineering Department accepted this request if the Board of Works assigned the following conditions:

1. Pedestrian travel along the north side of Lincoln Avenue is to be redirected to the south walk with appropriate barricades and signage or posted staff to redirect pedestrians.



2. One lane of westbound traffic on Lincoln Avenue is to be maintained. The Indiana Manual of Uniform Traffic Control Devices (MUTCD) shall be followed in setting up the required traffic control. Advanced temporary signage showing the lane shift will need to be installed, as well as appropriate tall cones or barrels. If an existing westbound travel lane cannot be maintained, the contractor will need to contract for a westbound lane shift into one of the eastbound traffic lanes. The City normally assists with lane closures by providing barricades, but the material needed to provide this lane closure may be too extensive; therefore, I differ to the Street Commissioner to determine if assistance will be provided.

3. There is a vault in front of 123 E. Lincoln Avenue, as highlighted in red in the image below. No crane outrigging should be placed on the sidewalk.

In his written response, **City Fire Chief Danny Sink** wrote, "I agree with Dustin's assessment and for #3, I would prefer that, if possible, no crane outrigging be placed in the street at/near the edge of the vault."

In his written response, **City Street Commissioner David Gibbs** wrote, "The Street Department can assist with this if requested."

Swartley/Nichols moved to approve the partial road closure at 123 E. Lincoln Avenue on June 28, 2023 at 7 a.m. for approximately one hour. Motion passed 4-0.

9) Community Development request: Approve and authorize Mayor Leichty to sign four amended agreements for homeownership assistance and multi-family rehabilitation projects

Theresa Cummings, Community Development Specialist, said the Program Year 2022 Homeownership Assistance Agreement for the Community Development Block Grant has been amended and needs approval.

In a memorandum to the Board, **Cummings** wrote that the main reason for the amendment is to change the City's method of payment from paying the title company directly at closing to reimbursing Lacasa for the homeownership assistance costs after closing. This change became evident when the City discovered that the title company only accepts wire transfers as a method of payment and final closing costs are not set until approximately three days prior to the closing date. Normally, the City needs about a two-week notice to secure the funding from HUD and arrange payment from the City. In addition, wire transfers can be set up, however it is not the conventional way the City typically has paid vendors. Lacasa is accustomed to doing wire transfers and can process payments in a shorter amount of lead time. Lacasa volunteered to handle closing costs and submit for reimbursement to avoid delaying the closing process.

Cummings wrote that the City also changed the calendar year in which payment can be made to extend an additional year from the end of calendar year 2023 to 2024. The fourth and final home in this activity just finished construction and went on the market mid-June. This extension will give Lacasa adequate time to sell it.

In regards to the Multi Family Rehabilitation agreements, **Cummings** wrote that HUD informed grant recipients that if dates were specified for payment of claims in their grant agreements and the projects were still open beyond that date, then agreements needed to be amended to extend the date to accept claims. Upon reviewing the City's prior year grant agreements, it was determined the City needed to amend three of them to extend the year specified in Section 6. Terms of the Agreement.

Cummings said the City was proposing amendments to the following: 2020 MF Rehab Agreement – extend date from "end of calendar year 2022" to "2023"; 2021 MF Rehab Agreement – extend date from "end of calendar year 2022" to "2024"; and 2022 MF Rehab Agreement – extend date from "end of calendar year 2023" to "2024"

Swartley/Nichols moved to approve and authorize Mayor Leichty to sign the four amended agreements for homeownership assistance and multi-family rehabilitation projects. Motion passed 4-0.



10) Legal Department: Approve and execute the amended agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2023 attorney services

City Attorney Bodie Stegelmann said attached for the Board's approval and execution was an amended agreement with Barkes, Kolbus, Rife & Shuler, LLP for attorney services for the calendar year 2023.

In a memorandum to the Board, **Legal Department** staff wrote that in June 2023, the City's Assistant City Attorney separated employment with the City. The City posted the position as open; however, the City discussed the opening with **Don Shuler**, an attorney with Barkes, Kolbus, Rife & Shuler, LLP. Shuler has agreed to provide services to the City (in the City Annex building) that the Assistant City Attorney previous was hired to provide.

Stegelmann said City staff want to add this work to the current agreement with Barkes, Kolbus, Rife & Shuler, LLP. The City will pay \$50 per hour for approximately 20 hours of work per week that Shuler will provide.

Board member Landis asked if 20 hours would be the maximum allowed per week. **Stegelmann** said he has estimated that it will average about 20 hours a week, which would total less than the Assistant City Attorney was being paid. **Stegelmann** confirmed that Shuler's firm is paid \$204 per hour for other work provided, including handling lawsuits and work done for City Planning and Zoning. In response to a question from **City Clerk-Treasurer Aguirre**, **Stegelmann** confirmed this was a one-year agreement.

Swartley/Nichols moved to approve and execute the amended agreement with Barkes, Kolbus, Rife & Shuler, LLP for 2023 attorney services. Motion passed 4-0.

11) Legal Department: Agreement with Jeremy P Stutsman for consulting services

City Attorney Bodie Stegelmann said attached to the Board's agenda packet for the Board's approval and execution was an agreement with **Jeremy P. Stutsman** to consult with Mayor Leichthy relative to the City's 2023 and 2024 budgets and the City's collective bargaining agreements, as well as any other critical matters of which the former mayor has personal knowledge. **Former Mayor Stutsman will be paid the rate of \$50 per hour for services rendered to the City.**

According to the agreement, in exchange for the compensation paid, former Mayor Stutsman will render the following services:

A. Consultation with Mayor Gina M. Leichthy relative to the City's 2023 Budget and the formulation and approval of the City's 2024 Budget.

B. Consultation with Mayor Gina M. Leichthy and involvement in negotiations relative to the City's collective bargaining agreements.

C. Consultation with Mayor Gina M. Leichthy on any other critical matters involving the City of which Stutsman has personal knowledge.

Stutsman is explicitly forbidden from discussing with any agent of the City matters related to, or that might relate to, programs funded by the Department of Housing and Urban Development. This does not preclude Stutsman, in his role with Lacasa of Goshen, Inc., from discussing with any agent of the City matters related to a new housing project involving Lacasa of Goshen, Inc.

Mayor Leichthy appealed to the Board to approve the agreement. **Board member Landis** said it was a good idea. He asked if there was an idea of the total cost of the agreement. **Mayor Leichthy** said that was unknown, but former **Mayor Stutsman's** services would be focused on helping with the preparation of the next City budget.

Swartley/Nichols moved to approve and execute the Agreement with Jeremy P. Stutsman for Provision of Consulting Services. Motion passed 4-0.

12) Legal Department: Resolution 2023-18, Declaring Surplus and Authorizing the Disposal of IT Equipment
Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said the City Information Technology Department wished to dispose of 16 laptops that are no longer needed or are unfit for the purpose for which they were intended.



Marks said these laptops were previously used by the Police Department. The hard drives have been removed and components will be reused or recycled where possible. Resolution 2023-18 would declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value.

Swartley/Nichols moved to pass Resolution 2023-18, Declaring Surplus and Authorizing the Disposal of IT Equipment. Motion passed 4-0.

13) Legal Department: Agreement with Industrial Inspection & Analysis for aerial ladder testing and certification at a cost of \$4,415 each year for the years 2024, 2025 and 2026

Shannon Marks, the Legal Compliance Administrator for the City Legal Department said attached to the Board's agenda packet for approval to authorize Mayor Leichthy to execute was an agreement with Industrial Inspection & Analysis for Aerial ladder Testing and Certification. She said Industrial Inspection & Analysis will be paid \$4,415 each year for these services for 2024, 2025, and 2026.

The vendor's duties under this agreement include:

(A) Contractor's testing and inspection program shall follow the guidelines as set forth by the current National Fire Protection Association (NFPA) standards: NFPA 1911 for aerial ladder testing and NFPA 1932 for ground ladder testing. This work shall be performed by Contractor's experienced SNT-TC-IA Level II technicians at the City's Fire Department, 209 North 3rd Street, Goshen.

(B) Contractor's aerial ladder inspection shall consist of the visual and operational inspection including:

1. Timing, load, and drift tests;
2. Bolt torque and hydraulic oil spectrochemical analysis; and
3. Water testing on the truck piping that takes water to the boom;
4. Five (5) year Non-Destructive Testing documentation.

(C) Contractor's ground ladder inspection shall consist:

1. Visual inspection;
2. Horizontal bending;
3. Hardware and roof hook tests; and
4. Inspect heat sensors and replace defective heat sensors as needed.
5. Contractor shall provide the City with an inspection report.

Swartley/Nichols moved to approve and authorize Mayor Leichthy to execute the agreement with Industrial Inspection & Analysis for Aerial ladder Testing and Certification at a cost of \$4,415 each year for the years 2024, 2025 and 2026. Motion passed 4-0.

14) Legal Department: Approve and execute the amended agreement with Norfolk Southern Railway Company for the review of Quiet Zone project designs, plans, and specifications services

City Attorney Bodie Stegelmann said attached to the Board's agenda packet for the Board's approval and execution was an agreement with Norfolk Southern Railway Company for review of the City's Quiet Zone project designs, plans, and specifications. He said the City will pay Norfolk Southern a not-to-exceed amount of \$30,000.

Swartley/Nichols moved to approve the amended agreement with Norfolk Southern Railway Company for the review of Quiet Zone project designs, plans, and specifications services and to authorize the Mayor and Clerk-Treasurer to sign the agreement. Motion passed 4-0.

15) Legal Department: Approve, and authorize Mayor Leichthy to execute, the agreement with Oaklawn Psychiatric Center, Inc. awarding the sum of \$250,000 from the City's American Rescue Plan Fund to support the Elkhart County Behavioral Health Crisis Center



Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said that on March 11, 2021, President Biden signed into law the American Rescue Plan (ARP) Act of 2021, establishing the Coronavirus State and Local Fiscal Recovery Funds program.

In a memorandum for the Board, **Legal Department** staff indicated that the City received a total allocation of \$6,692,508 in ARP Funding and intends to allocate a portion of its ARP Funding to assist non-profit organizations within the City, and nearby communities, that have suffered negative economic impacts as a result of the COVID19 pandemic in accordance with all federal, state, and local guidelines regarding the usage of ARP Funding. Oaklawn Psychiatric Center, Inc. is one such non-profit organization that has applied for, and meets all requirements, to be a recipient of funds from this ARP Fund.

Marks said Oaklawn will receive \$250,000 in funding to support the Elkhart County Behavioral Health Crisis Center and an agreement has been prepared for the Board's for approval, and to authorize Mayor Leichty to execute. Under the agreement, Oaklawn will develop a Behavioral Health Crisis Center to operate 10 a.m. to 10 p.m. seven days a week, located on Oaklawn's Goshen campus. The Center will be available to any adult experiencing a behavioral health or substance use disorder crisis as defined and experienced by the individual. The Center will accept walk-ins, drop-offs from police and self-referrals, regardless of ability to pay. Services are voluntary. The Center will be staffed with mental health professionals and recovery coaches able to provide risk assessments, allow space and time to de-escalate the situation, involve family members as appropriate, recommend a treatment plan, make connections for services and attempt to engage clients in services.

The overarching goal is to be responsive to crises as they occur and to minimize the use of unnecessary intensive services including jail, emergency departments and inpatient psychiatric units.

Oaklawn staff said the project would not be possible without the City of Goshen's commitment of \$250,000 for construction. These funds are coming from the American Rescue Plan and don't qualify as a "match" for this grant.

Mayor Leichty said she was excited about the agreement, noting that there's a great need for mental health care in the community which requires the time and support of City emergency services. She said the center will be a public-private partnership of the City and Oaklawn that will provide care for people in their time of great need when it comes to mental health or addiction crises. The **Mayor** invited **Laurie Nafziger, President and CEO of Oaklawn**, to share further details about the project.

Nafziger said Oaklawn's Behavioral Health Crisis Center is based on a model occurring throughout the nation that fills an important gap for people in behavioral health or substance abuse crises. Currently, she said "there is no easy go-to" and people with needs go to hospital emergency rooms or jail or are left on the street or sometimes go to an in-patient facility, when this isn't really necessary.

Nafziger said the crisis center will be a 24/7 facility where anyone suffering from a mental health crisis or addiction can go and will be welcomed, no questions asked. She said this will be a space to de-escalate, make a plan and conduct that treatment work.

Nafziger said that while the center will offer 24/7 care, she said it will not be equipped with beds, but with comfortable La-Z-Boy recliners. She said people will be able to "sleep it off, spend the night and take the time if necessary" to await another placement. She said space will be renovated at the Oaklawn campus for the center.

Board member Swartley asked if Oaklawn had other funding, noting that \$250,000 would not go far. **Nafziger** agreed because the center will be a 24/7 facility. She said Oaklawn has received a large grant from the state Department of Mental Health and Addiction and the cities of Bristol and Elkhart have committed funds as well as the Elkhart County. She said plans are in place for two years of operation.

Clerk-Treasurer Aguirre asked if **Police Officer James Ballard**, who helps coordinate homeless services for the department, might want to offer some comments. **Officer Ballard** said he has been working with stakeholders for a long time to create this crisis center, which he said would be "a great thing for our entire community." **Nafziger** added that she wanted to give a "shout out" to the City of Goshen for being the first partner to offer financial support.



Swartley/Nichols moved to approve, and authorize Mayor Leichty to execute, the agreement with Oaklawn Psychiatric Center, Inc. awarding the sum of \$250,000 from the City's American Rescue Plan Fund to support the Elkhart County Behavioral Health Crisis Center. Motion passed 4-0.

16) Water Utility: Request for road closure at the intersection of S. 10th Street & E. Jefferson Street for manhole replacement, June 27-June 29, 2023

Matt Beard, the Supervisor of the City Water and Sewer Department, appeared to advance the request.

In a memorandum to the Board, **Beard** wrote that the City Water and Sewer Department will be replacing a manhole at the intersection of South 10th Street and East Jefferson Street. He said the work will require excavation of the road, with a trench that will be approximately 12 feet in depth.

For the safety of the work crews and the public, **Beard** requested permission to close the intersection of South 10th Street and East Jefferson Street starting at 8 a.m. Tuesday June 27 and reopening for traffic on Thursday evening June 29. City staff will notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pick up.

Swartley/Nichols moved to permit the closure of the intersection of South 10th Street and East Jefferson Street starting at 8 a.m. Tuesday, June 27 and reopening for traffic on Thursday evening, June 29. Motion passed 4-0.

17) Water Utility: Request for road closure at 223 S 6th St., between W. Washington and E. Jefferson streets, to install a new sewer tap, June 28-June 30, 2023

Matt Beard, the Supervisor of the City Water and Sewer Department, appeared to advance the request.

In a memorandum to the Board, **Beard** wrote that the City Water and Sewer Department will be installing a new sewer tap at 223 South 6th Street. He said the work will require excavation of the road, with a trench that will be approximately 12 feet in depth.

For the safety of the work crews and the public, **Beard** requested permission to close South 6th Street, between West Washington Street and East Jefferson Street, to through traffic, starting at 8 a.m. Wednesday, June 28 and reopening for traffic on Friday evening, June 30. City staff will notify Goshen Schools, EMS and ensure that the garbage is moved to the appropriate location for pick up.

Swartley/Nichols moved to permit the closure of South 6th Street, between West Washington Street and East Jefferson Street, to through traffic, starting at 8 a.m. Wednesday, June 28 and reopening for traffic on Friday evening, June 30. Motion passed 4-0.

18) Engineering Department: Approve the lane restriction on Dierdorff Road, June 26-June 28, 2023, to allow NIPSCO to install a steel gas distribution emergency valve

City Director of Public Works & Utilities Dustin Sailor said NIPSCO requested a lane restriction on Dierdorff Road at Karisa Drive, from Monday, June 26 through Wednesday, June 28, to install a steel gas distribution emergency valve. He said flaggers would be used to allow traffic in both directions. The traffic plan was attached to the Board's agenda packet. He appealed to residents to avoid the area because of a limited number of flaggers.

Swartley/Nichols moved to approve the lane restriction on Dierdorff Road at Karisa Drive from Monday, June 26 through Wednesday, June 28 to allow NIPSCO to install a steel gas distribution emergency valve. Motion passed 4-0.

19) Engineering Department: Approve the lane restriction on Berkey Avenue just east of Amberwood Drive, on June 29, 2023, to allow NIPSCO to install a steel gas distribution emergency valve



City Director of Public Works & Utilities Dustin Sailor said NIPSCO requested a lane restriction on Berkey Avenue just east of Amberwood Drive for Thursday, June 29 to install a steel gas distribution emergency valve. He said flaggers would allow traffic in both directions. The traffic plan was attached to the Board's agenda packet. **Swartley/Nichols moved to approve the lane restriction on Berkey Avenue just east of Amberwood Drive on Thursday, June 28 to allow NIPSCO to install a steel gas distribution emergency valve. Motion passed 4-0.**

20) Engineering Department: Authorize the Mayor to sign Change Order No. 3 for the Wilden Avenue Reconstruction project for a contract time extension of 26 days to Rieth Riley Construction Co. Inc.

City Director of Public Works & Utilities Dustin Sailor said Goshen Engineering was presenting Change Order No. 3 for the Wilden Avenue project for the Board's consideration. The change order provided the contractor, Rieth Riley Construction, with 26 additional contract days on their contract, Phase 3 and 4, to complete.

Sailor said the time extension request was negotiated down from the original request by the City's onsite consultant DLZ, and is considered reasonable based on the additional work the contractor was requested to perform or due to conflicts outside the contractor's control. A summary explanation justifying the time extension was provided in the change order. **Sailor** asked the Board to authorize the Mayor to sign Change Order No. 3 for a 26-day time extension that does not include a contract cost increase.

Swartley/Nichols moved to authorize the Mayor to sign Change Order No. 3 for the Wilden Avenue Reconstruction project for a contract time extension of 26 days. Motion passed 4-0.

21) Bortrager Roofing request: Use of City parking spaces adjacent to the Goshen First Church Building, 214 S, 5th Street, for a month, during replacement of a roof (Derick Yeoman)

Derick Yeoman, owner of Bortrager Inc. Roofing and Sheet Metal, said his company is replacing the flat roof of the Goshen First Church building at 214 S. 5th St., which connects to the public parking lot off of South 5th Street.

Yeoman asked for permission to block off four of the parking spaces in the lot adjacent to the church building, so he can place a dumpster and park two vehicles during the project, which he estimated will take about a month.

Before the Board could consider the request, **Yeoman** also asked for the use of four parking spaces in front of the church on South 5th Street from 7 a.m. to 11 a.m. on June 19 so a crane could be used to load material onto the church roof. This work involved closing the sidewalk in front of the parking spaces for safety reasons. **Yeoman** said the company had barricades, flags and cones to block off the requested areas. He provided a map showing areas to be used.

Mayor Leichty noted that it appeared Bortrager was using six City parking spaces instead of the requested four spaces. **Yeoman** responded that his workers "got a little overzealous" and that he would limit usage to four spaces and he would free up all four of the parking spaces for disabled motorists.

Swartley/Nichols moved to allow Bortrager Inc. to use four parking spaces in the lot adjacent to the Goshen First Church building for a month during a roof replacement project. Motion passed 4-0.

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

Mayor Leichty opened Privilege of the Floor at 2:44 p.m. There was no comments from the public.

At 2:44 p.m., Mayor Leichty temporarily closed the Board of Works & Safety meeting and convened the City of Goshen Stormwater Board to consider one Stormwater agenda item.



**CITY OF GOSHEN STORMWATER BOARD
MINUTES OF THE JUNE 26, 2023 REGULAR MEETING**

Convened at 2:44 p.m. in the Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Members Present: Mayor Leichty, Mike Landis and Mary Nichols

Members Absent: none

22) Accept the revised post-construction stormwater management plan for Kropf RV Transport Facility as it has been found to meet the requirements of City Ordinance 4329

City Stormwater Coordinator Jason Kauffman said that on June 5, the Goshen Stormwater Board accepted the post-construction stormwater management plan (PCSMP) for the Kropf RV Transport Facility project, at 2620 Lincolnway East, which had been found to be compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management." However, due to an error in the document, the PCSMP was revised and the Stormwater Department again requested the Stormwater Board's acceptance of the plan.

Nichols/Landis moved to accept the revised post-construction stormwater management plan for the Kropf RV Transport Facility as it meets the requirements of City Ordinance 4329. Motion passed 3-0.

Mayor Leichty adjourned the City of Goshen Stormwater Board and reconvened the Board of Works & Public Safety meeting at 2:45 p.m.

Approval of Civil City and Utility Claims

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

Adjournment

Mayor Leichty adjourned the Board of Works meeting at 2:46 p.m.

APPROVED:

Mayor Gina Leichty



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: July 10, 2023
Subject: Request for the placement of a Free Little Art Gallery (FLAG)
at Main and Washington Streets in downtown Goshen

The Clerk-Treasurer received the following request in June 2023:

My name is Linda Wilson and I am a member of the Goshen Painter's Guild and I also rent space at the Painted Finch Gallery on East Washington Street in Goshen.

Several of our artist members are interested in having a Free Little Art Gallery located in downtown Goshen. This will be referred to as FLAG as this document goes on. We do have a donor willing to build the small gallery and donate the materials.

We need the City to approve a location and install it to their specifications. We are hopeful it could be installed in one of the planters at the corner of Washington Street and Main Street downtown.

The goal is to provide small pieces of art to anyone who wishes to choose one and also to accept small pieces of art for sharing from the public.

There are FLAG boxes in many cities across the United States and individuals look for participants. The Painter's Guild has accepted the responsibility of maintaining the box once it is installed.

I would be happy to meet with you and answer any further questions you might have. I have included a picture of what we see as the finished project.

Thank you for your time.

Linda Wilson

574-536-1595

Please see the attached photo of a Free Little Art Gallery



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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**City Clerk-Treasurer
CITY OF GOSHEN**

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clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: July 10, 2023
Subject: Utilities extension request for 513 South Winter Avenue

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

July 6, 2023
Ken Beachy
513 S. Winter Avenue
Goshen, Indiana 46526

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

To: Board of Works & Safety

Subject: Extending City Utilities

Narrative:

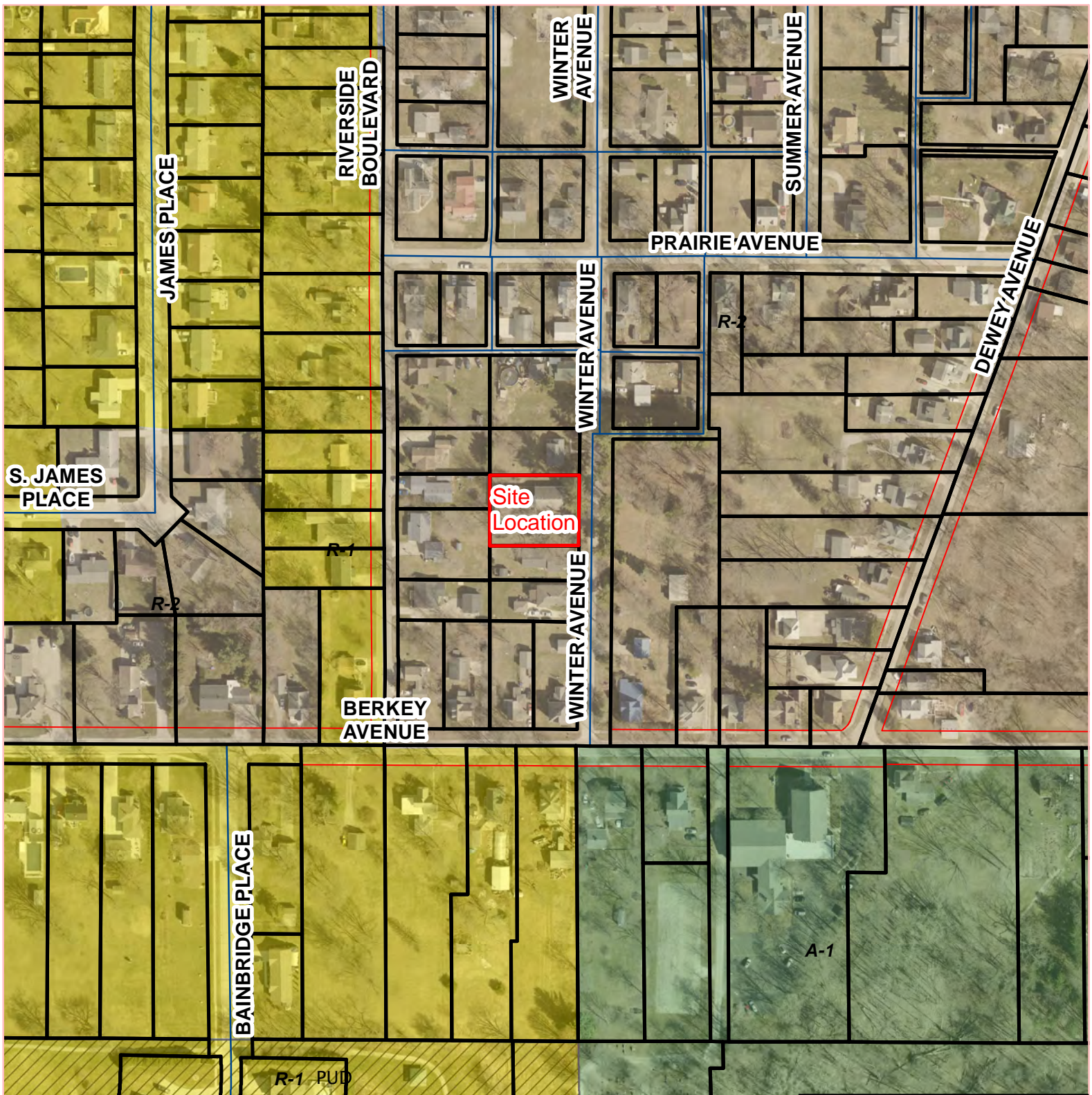
To whom it may concern,

I am requesting permission from the Board of Works to extend city utility services to a second primary structure. We received approval from the Board of Zoning Appeals on July 27, 2023 (23-14DV) for a zoning variance allowing two primary buildings where only one is allowed for the construction of an approximately 714 sq. ft. detached garage with a dwelling unit above in addition to an existing home. My hope is to have this item on the agenda for the Board of Works meeting next Monday, July 10.

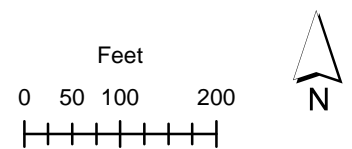
With best regards,

Ken Beachy

Suggested Motion: Move to allow City Utility Services to extend to the new building at 513 South Winter Avenue.



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.



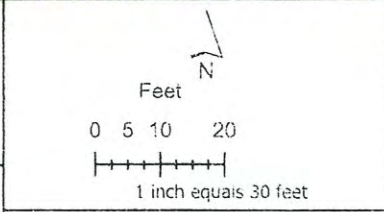
511 S Winter Ave

2021 Aerial
Printed June 8, 2023

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



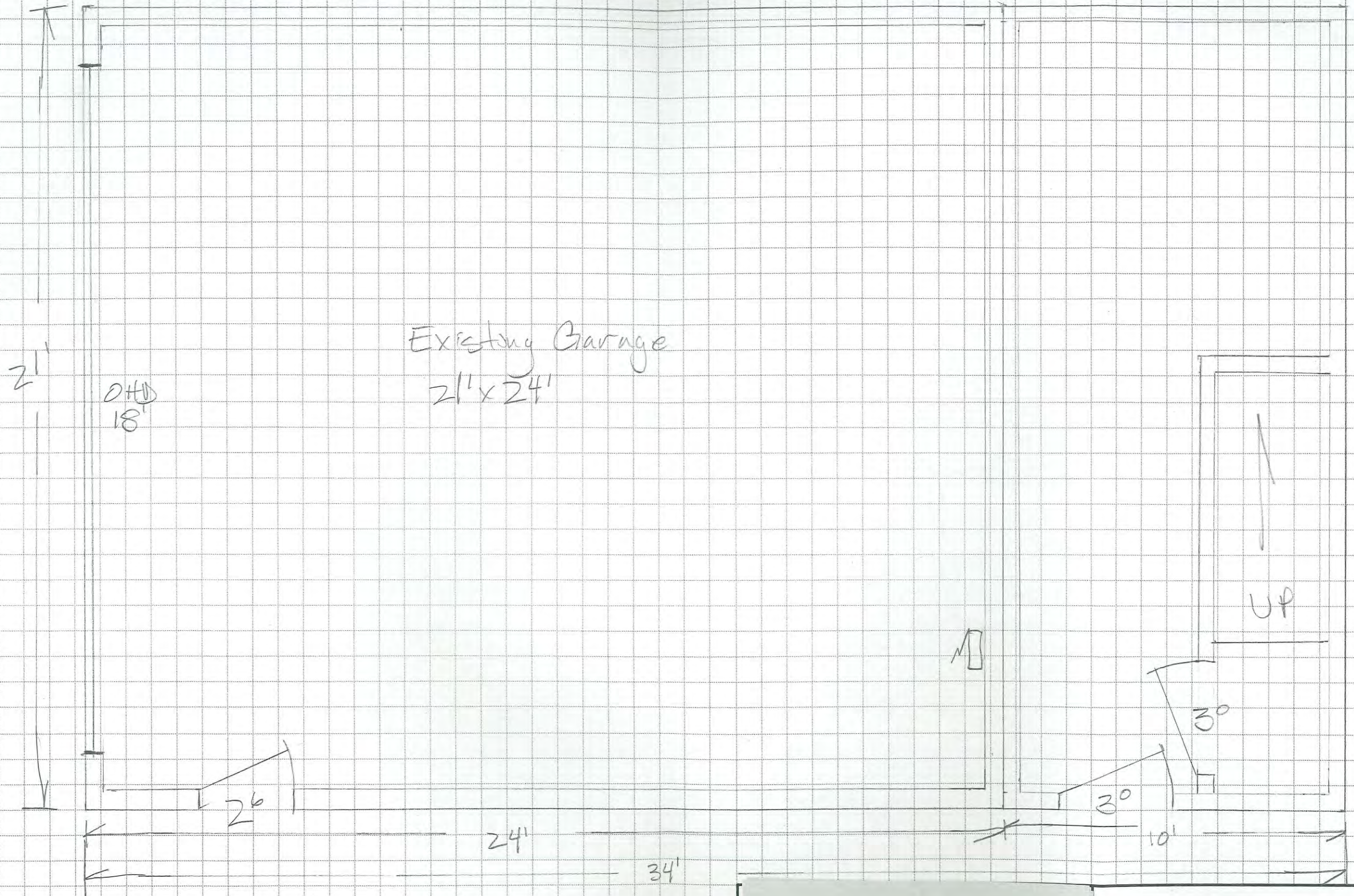
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511 Winter Avenue

2021 Aerial
Printed on 4/21/2023

The City of Goshen
Department of
Planning & Zoning
204 East Jefferson Street, Goshen, Indiana 46528
Phone: 574-534-3600 Fax: 574-533-6626



Existing Garage
21' x 24'

21'
DHD
18'

Ground Floor
N
↓

JOB _____
 SHEET NO. _____ OF _____
 CALCULATED BY _____ DATE _____
 CHECKED BY _____ DATE _____
 SCALE 3/8" = 1"



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

July 10, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Summary of quote and award of contract for City's 2023 Line Striping Project

The City solicited quotes for the 2023 line striping project in accordance with Indiana Code § 5-22-8-3. The only responsive and responsible quote received was from C.E. Hughes Milling, Inc. dba the Airmarking Co. at Twenty-Five Cents per linear foot for yellow line painting and Twenty-Five Cents per linear foot for white line painting. The estimated cost of this project is \$90,000.

Suggested Motion:

Award a contract to C.E. Hughes Milling, Inc. dba the Airmarking Co. as the lowest responsible and responsive quoter and authorize Mayor Liechty to execute the accompanying agreement for the 2023 Line Striping Project at an estimated cost of \$90,000.

**AGREEMENT WITH C.E. HUGHES, INC. DBA THE AIRMARKING CO.
FOR CITY OF GOSHEN'S 2023 LINE STRIPING PROJECT**

THIS AGREEMENT is entered into on this _____, 2023, between C.E. Hughes Milling, Inc. DBA The Airmarking Co., hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide road striping including center, fog and divider line striping on multiple City of Goshen streets.

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

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner road striping per INDOT Specifications using Fast Dry Waterborne Traffic Paint with Type 1 glass beads for the four (4") center, fog and divider line striping on multiple City of Goshen streets as listed in the attached sheet marked Exhibit A.

Contractor shall cone off all markings for protection from damage during the curing process. Follow trucks shall be equipped with arrowboards and wet paint signs to warn the public.

Contractor shall provide a daily production report, per road, throughout the project to the City Street Commissioner for verification until completion of the project.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 6:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.

Once the Contractor mobilizes onto the project, progressive work effort shall be maintained to complete the work on or before the identified contract deadline. Contractor shall not redirect staff and/or essential equipment to other projects nor leave the City's contract work idle for a period longer than 5 workdays without prior written authorization from the City. The City recognizes there will be transition periods between scheduled activities, but the City and public should not experience prolonged absences of project's progress.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the work for the City.

TRAFFIC CONTROL & ACCESSIBILITY

Traffic control for this project shall be performed in accordance with the Indiana Manual on Uniform Traffic Control Devices for streets and highways. Traffic control shall be specific and applicable to the aforementioned project.

It should be noted that Contractor shall be totally responsible for the maintenance of and orderly flow of traffic. Construction engineering and any flagmen, signs and barricades needed for the project shall be furnished by the Contractor.

Contractor may, at his own expense, close one or more lanes of traffic or close a street and detour traffic during construction provided the following conditions are met:

- (1) If the street is not closed, adequate driving lanes shall be left open to allow traffic passage around the construction.
- (2) If the street is closed and traffic detoured, notification shall be given to affected residents and businesses at least 24 hours prior to closing.
- (3) Sufficient flagmen, flashers, barricades, warning devices, or other equipment shall be provided to insure safety to the traveling public.
- (4) The restricted traffic lanes or closed street shall be reopened, if feasible, when painting is not taking place.
- (5) Prior approval from the Street Department of proposed lane closings, street closings, and detour routes shall be obtained, and the Contractor shall give proper notification of such to the police and fire communication center (533-4151).
- (6) Contractor shall be responsible for any damage to pavement, curb, or structures caused by the Contractor, Contractor's agents, or by traffic which was diverted during the painting.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's work on the project shall begin as soon as practical after receiving a notice to proceed from the City. The streets shall be completed by August 31, 2023.

COMPENSATION

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's unit prices for labor and materials as set forth in the table below in the sum of Eighty-Nine Thousand Two Hundred Sixty-Nine Dollars and Seventy-Five Cents (\$89,269.75). This amount is approximate and subject to the actual material quantities used on the project.

| Quantity | Description | Unit Price | Total |
|---------------------------------------------------|------------------------------------------|-------------------|--------------------|
| *159,206 LF | Line, Paint, Solid or Broken, White, 4" | .25 | \$39,801.50 |
| *197,873 LF | Line, Paint, Solid or Broken, Yellow, 4" | .25 | \$49,468.25 |
| *Measurements are approximate in quantity. | | | \$89,269.75 |

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INSPECTION AND CORRECTIONS

Contractor shall warrant all workmanship and materials. City Street Department shall be notified by Contractor upon completion of work for inspection. Upon inspection by City, any and all workmanship that does not meet with City's standards shall be corrected by Contractor within 72 hours of notice of corrections needed.

Independent Contractor

Contractor shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of Contractor.

Non-Discrimination

Contractor agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor agrees that Contractor or any subcontractors, or any other person acting on behalf of Contractor or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

Indemnification

Contractor agrees to indemnify and hold harmless the City, its agents, officers, and employees from 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 their officers, agents, officials, and employees, during the performance of work under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect.

Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability Statutory Limits
General Liability Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and \$2,000,000 Aggregate
Automobile Liability..... Combined Bodily Injury and Property Damage
\$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

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.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. 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.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this Agreement or fails to fulfill any warranty, and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs.

If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

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 Agreement.
- (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 Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time 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 secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) 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 contract.

Assignment

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

Modifications

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. 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.

Notices

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

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

Address for notices to Contractor:

CE Hughes Milling, Inc. DBA The
Airmarking Co.
Attention: Caroline Hughes
1544 N. SR 25
Rochester, IN 46975

Applicable Laws

Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

MISCELLANEOUS

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

EMPLOYMENT ELIGIBILITY VERIFICATION

Contractor shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

Contractor shall not knowingly employ or contract with an unauthorized alien. Contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.

Contractor shall require their subcontractors, who perform work under this contract, to certify to 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.

The 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 the City of a breach.

Contractor affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, if Contractor is wholly or partially owned by a relative of an elected official of the City of Goshen Contractor certifies that Contractor has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of Contractor.

Severability

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

Binding Effect

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

ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

C E Hughes Milling, Inc. DBA
The Airmarking Co.

Gina Leichthy, Mayor

Caroline Hughes, President

Date: _____

Date: _____

| ROAD NAME | STRIPING LIMITS | Lin Ft. YELLOW | Lin Ft. WHITE |
|------------------------------|------------------------------------------------|-----------------------|----------------------|
| <i>Midway Rd.</i> | <i>US33 to CR113</i> | 7582 | 400 |
| <i>Ferndale Rd.</i> | <i>US33 to Willows Way</i> | 5407 | 1368 |
| <i>County Home Rd.</i> | <i>Midway to Ferndale</i> | 3768 | 200 |
| <i>Peddler's Village Rd.</i> | <i>Wilden to Weaver Woods Dr west of cr17</i> | 5054 | 7302 |
| <i>Bashor Rd.</i> | <i>Chicago Ave. to Old CR17</i> | 5541 | 5597 |
| <i>Chicago Ave. 1</i> | <i>Indiana Ave To US33 (Pike St)</i> | 8212 | 945 |
| <i>Indiana Ave. 2</i> | <i>Pike St. to Chicago Ave.</i> | 2208 | 70 |
| <i>Indiana Ave. 4</i> | <i>SR119 to CR36</i> | 2674 | 5300 |
| <i>Lincoln Ave. 3</i> | <i>RailRoad to 29th St.</i> | 6770 | 11281 |
| <i>Clinton St.</i> | <i>Old CR17 to Riverside Dr.</i> | 14196 | 11988 |
| <i>Washington St.</i> | <i>2nd St. to 6th St.</i> | 2462 | 50 |
| <i>2nd St.</i> | <i>Washington St. to Wilkinson St.</i> | 3013 | 400 |
| <i>Jefferson St.</i> | <i>3rd St. to 6th St.</i> | 1655 | 0 |
| <i>Middlebury St.</i> | <i>Main St. to Zollinger Rd.</i> | 3549 | 66 |
| <i>Blackport Dr.</i> | <i>Lincoln Ave. to Monroe St.</i> | 4788 | 7203 |
| <i>Monroe St.</i> | <i>US33 to Blackport</i> | 4122 | 7399 |
| <i>South 8th St.</i> | <i>Madison to College Ave.</i> | 13308 | 212 |
| <i>South 15th St.</i> | <i>College Ave. to Eisenhower Dr.</i> | 2020 | 4350 |
| <i>Plymouth Ave.</i> | <i>Main St. to US33</i> | 7626 | 7250 |
| <i>College Ave.</i> | <i>15th to us33</i> | 17361 | 17253 |
| <i>Century Dr.</i> | <i>College Ave. to Kercher Rd.</i> | 16005 | 347 |
| <i>Eisenhower Dr.</i> | <i>US33 to Eisenhower</i> | 2050 | 4550 |
| <i>Dierdorff Dr.</i> | <i>College Ave. to Waterford Mills Pkwy.</i> | 13491 | 16813 |
| <i>Cr27</i> | <i>CR42 to 90' curve North side of Airport</i> | 2292 | 7072 |
| <i>Cr42</i> | <i>US33 to CR27</i> | 7930 | 19280 |
| <i>Kercher Rd.</i> | <i>US33 to CR31</i> | 9402 | 6706 |

| | | | |
|------------------------------|----------------------------------|--------|--------|
| <i>Regent St.</i> | <i>Dierdorff Dr. to CR40</i> | 12685 | 665 |
| <i>Weymouth Blvd.</i> | <i>Kercher Rd. to Regent St.</i> | 3382 | 0 |
| <i>Waterford mills Pkwy.</i> | <i>Main St. to Dierdorff Dr.</i> | 9320 | 15139 |
| | | <hr/> | <hr/> |
| | | 197873 | 159206 |



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

July 10, 2023

To: Board of Public Works and Safety

From: Brandy Toms

Subject: Agreement with Martec General Construction for renovations at 1402 W. Wilden Ave

The City purchased a building at 1402 W. Wilden Avenue to be utilized, in part, for storage space for Utilities and Clerk Treasurer's offices. Some renovations need to be made to this building to comply with City Building Code and for better utilization of the space. Attached for the Board's approval and to authorize Mayor Leichy to execute is an agreement with Martec General Construction for renovations at 1402 W. Wilden Ave. Martec General Construction will be paid \$32,000 for these renovations.

Suggested Motion:

Approve and authorize Mayor Leichy to execute the agreement with Martec General Construction for renovations to 1402 W. Wilden Ave at a cost of \$32,000.

AGREEMENT

With Martec General Construction for Renovations to 1402 W. Wilden Avenue

THIS AGREEMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Martec General Construction** (“Contractor”), whose mailing address is 26944 SR 119, Wakarusa, Indiana 46573, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Contractor Duties

Contractor shall provide City the following work which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to make certain modifications to the building (hereinafter referred to as “Duties”). Contractor’s Duties under this agreement include:

- (A) New panic door installed in office conference area going into storage area.
- (B) New wall to be installed in big office area to close off the hallway.
- (C) New wall installed by kitchenette with a panic door.
- (D) Fix and install new metal to the outside of the building front and back.
- (E) Cut outside of building and install a new garage door with openers.
- (F) Install safety railing to meet city code along top of the Mezzanine.
- (G) Prep, prime and paint metal building.

Section 2. Effective Date; Term

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

Section 3. Compensation

- (A) City agrees to compensate Contractor the sum of Thirty-Two Thousand Dollars (\$32,000) for performing all Duties.

Section 4. Payment

- (A) City shall pay Contractor for Duties satisfactorily completed under this agreement.

- (B) Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Wastewater
308N. 5th Street
Goshen, IN 46528

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

Section 5. Ownership of Documents

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

Section 6. Licensing/Certification Standards

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

Section 7. Inspection

All work shall be performed to City of Goshen Building Codes requirements and shall be approved by the Goshen Building Department prior to any invoicing or payment.

Section 8. Warranty

All labor shall be warranted for one (1) year from date of passing of final inspections by Goshen Building Department. Any materials and/or supplies shall be covered by any applicable manufacturers' warranty.

Section 9. Independent Contractor

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

Section 10. 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 11. Employment Eligibility Verification

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

Section 12. 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 13. 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 14. Indemnification

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

Section 15. Insurance

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

Section 16. Force Majeure

- (A) Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.
- (B) If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 17. Default

- (A) If Contractor fails to perform the work or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice,

the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

- (C) Contractor may also be considered in default by the City if any of the following occur:
- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work described under these Specification Documents.
 - (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 18. Termination

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

Section 19. 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: Martec General Construction
26944 SR 119
Wakarusa, IN 46573

Section 20. 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 21. 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 22. 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 23. Applicable Laws

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

Section 24. Miscellaneous

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

Section 25. 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 26. 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 27. Entire Agreement

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

Section 28. 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

Martec General Construction

Gina Leichty, Mayor

Printed: _____

Title: _____

Date Signed: _____

Date Signed: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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July 10, 2023

To: Board of Public Works and Safety

From: Brandy L. Toms

Subject: Amendment Agreement with Cummins Sales and Service, Inc to add one additional generator for inspection and diagnostic testing.

Attached for the Board's approval, and to authorize Mayor Leichty to execute, is an amendment agreement with Cummins Sales and Service, Inc for inspection and diagnostic testing of City generators. The parties have agreed to amend the existing contract by adding 1 generator, located at 308 Egbert Road, Goshen, Indiana 46526, to the planned maintenance program at a cost not to exceed \$459.76.

Suggested Motion:

Approve and authorize Mayor Leichty to execute the amendment agreement with Cummins Sales and Service, Inc. for inspection and diagnostic testing of one additional City generator located at 308 Egbert Road, at a cost not to exceed \$459.76.

AGREEMENT AMENDMENT
Inspection and Diagnostic Testing of City Generators

THIS AGREEMENT AMENDMENT is entered into on this _____, 2023, between Cummins, Inc., hereinafter referred to as “Contractor”, and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Contractor dated December 21, 2017 for Contractor to provide inspections and diagnostic testing on twenty-five (25) City of Goshen generators.

WHEREAS, the City desires add one (1) additional generator to the maintenance agreement for the remaining duration of the agreement through and including August 31, 2024. This generator being located at 308 Egbert Road, Goshen, Indiana 46526.

WHEREAS, the City agrees to compensate Cummins for the planned maintenance of the one (1) additional generator located at 308 Egbert Road, Goshen, Indiana 46526, based on the rate set forth in the proposal attached and marked as Exhibit A; but in no event will the total compensation exceed Four Hundred Fifty-Nine Dollars and Seventy-Six Cents (\$459.76).

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the December 21, 2017 Agreement for inspections and diagnostic testing on the City of Goshen generators, the parties agree as follows:

The Parties agree to add to the Planned Equipment Maintenance list for the City of Goshen, one (1) additional generator located at 308 Egbert Road, Goshen, Indiana 46526, based on the rate set forth in the proposal attached and marked as Exhibit A; but in no event will the total compensation exceed Four Hundred Fifty-Nine Dollars and Seventy-Six Cents (\$459.76).

All other terms and conditions of the December 21, 2017 Agreement shall remain the same. IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

City of Goshen
Board of Public Works and Safety

Cummins, Inc.

Gina Leichty, Mayor

Printed: _____

Title: _____

Date: _____

Date: _____



Sales and Service

MISHAWAKA IN BRANCH
3025 NORTH HOME STREET
MISHAWAKA, IN 46545
Phone: 574-252-2154

PLANNED MAINTENANCE AGREEMENT

| Customer Address | Customer Contact | Quote Information |
|-------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|
| CITY OF GOSHEN 204 E JEFFERSON Goshen, IN 46528 | Contact: Jeff Halsey Phone: 574 206-3111 Fax: 574 533-8626 Cust Id: 508428 | Quote Date: 26-JUN-23 Quote Expires: 26-SEP-23 Quote Num: 200116 Quoted By: Carla Figueroa Quote Term: 1 Year(s) |

Site Information

| | | | | | |
|---|------------------|---------------|--------|----|-------|
| 1 | EGBERT FIRE DEPT | 308 EGBERT RD | GOSHEN | IN | 46526 |
|---|------------------|---------------|--------|----|-------|

| Site | Unit Number | Manufacturer | Model | Prod Model | Serial Number | Type |
|------|-------------|--------------|---------|------------|---------------|------|
| 1 | 4225290 | GENERAC | GEN SET | 0050531 | 4225290 | ST |

| Site | Unit Number | Service Event | Qty | Sell Price | Extended Price |
|------|-------------|-------------------|-----|------------|----------------|
| 1 | 4225290 | FULL SVC W/SAMPLE | 1 | 459.76 | 459.76 |

- **Based on previous PM schedule, services are tentatively scheduled for:**
Full Maintenance Service with oil sample- August 2023

Payment Info

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise. Customers without a line of credit including residential customers will be invoiced annually prior to services being performed.

Purchase order bill must be made out to Cummins Inc. or Cummins Sales and Service PO# _____
W9 available upon request.

Auto Renewal Option

Planned Equipment Maintenance Agreements are designed with an automatic renewal provision. If you wish to participate in the auto renew option, please check the box below:

Opt-in to Automatic Renewal

This agreement will automatically renew at the end of the term for a period equal to the original term (the Renewal Term). In such event, cost increases for the Renewal Term will not exceed 4%. Either party has the right to terminate this Agreement with thirty (30) days prior written notice unless the work has already been performed.

For any questions regarding your account or additional sales opportunities:

Territory Manager Contact Information
Jillian Wippel
Phone: 260-241-1718
Email: jillian.wippel@cummins.com

Unless otherwise noted, quote reflects services completed during regular business hours. Additional repairs will not be performed without customer's authorization. PM customers receive a discounted labor rate on recommended repairs for units on this agreement.

A late return of the PM Agreement, and/or technician or parts availability, may cause changes to listed service dates

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



Sales and Service

PLANNED MAINTENANCE AGREEMENT

| <u>Customer Address</u> | <u>Customer Contact</u> | <u>Quote Information</u> | |
|-------------------------------------------------------|-------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------|-----------------|
| CITY OF GOSHEN 204 E JEFFERSON Goshen, IN 46528 | Contact: Jeff Halsey Phone: 574 206-3111 Fax: 574 533-8626 Cust Id: 508428 | Quote Date: 26-JUN-23 Quote Expires: 26-SEP-23 Quote Num: 200116 Quoted By: Carla Figueroa Quote Term: 1 Year(s) | |
| | | Standard Agreement Amount | \$459.76 |
| | | Proposal Total | \$459.76 |

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: _____

Date: _____

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These Planned Maintenance Agreement Terms and Conditions, together with the Quote on the front side and the Scope of Services, are hereinafter referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. **SCOPE OF SERVICES; PERFORMANCE OF SERVICES.** Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days written notice to the other.

2. **CUSTOMER OBLIGATIONS.** Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. **CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER'S MANUAL FOR THE EQUIPMENT.**

3. **PAYMENT TERMS.** Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice.

4. **DELAYS.** Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes. **AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

5. **WARRANTY.** Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. **LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.**

7. **INDEMNITY.** Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

8. **CONFIDENTIALITY.** Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

9. **GOVERNING LAW.** This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

10. **INSURANCE.** Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

11. **ASSIGNMENT.** This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. **INTELLECTUAL PROPERTY.** Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a licence or any other rights to use any of the intellectual property rights of Cummins.

13. **MISCELLANEOUS.** Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is in writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

14. **ON-CALL SERVICES.** Upon Customer's request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

15. **PRICING.** To the extent allowed by law, actual prices may vary from the price at the time of order placement, as the same will be based on prices prevailing on the date of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.

16. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

07.25.2022



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

July 10, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Amendment No. 1 to Contract for Solid Waste Collection Services
with Borden Waste Away Service, Inc.

Attached for the Board's consideration and approval is Amendment No. 1 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.

This amendment establishes the agreed eligible residence count of 10,992 which will be effective for services beginning August 1, 2023. Compensation paid to Borden for services provided from August 1, 2022 through July 31, 2023 is based on an estimated eligible residence count of 11,000. This amendment also documents the amount to be deducted on the invoice for August 2023 services for the excess paid for services since August 1, 2022. Both of these items were contemplated under the original Contract.

Also included in this amendment is an additional one-time compensation to Borden totaling \$3,306.16 for services provided to residences that were not eligible for services under the Contract. Although not eligible, these residences were previously receiving services from the City. Once it was determined that the residences were not eligible for services under the Contract, they were notified and given time to make other arrangements for services before the services under the City's contract were discontinued.

Suggested motion:

Move to approve and execute the Amendment No. 1 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, Inc.

**AMENDMENT NO. 1
TO CONTRACT FOR
CITY OF GOSHEN, INDIANA
SOLID WASTE COLLECTION SERVICES**

THIS AMENDMENT is entered into on _____, 2023, which is the last signature date set forth below, by and between **Borden Waste Away Service, Inc.** (“Contractor” or “Borden”), whose mailing address is 610 North Wildwood Avenue, Elkhart, IN 46514, 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 Borden entered into a Contract dated September 6, 2022, effective August 1, 2022, for Borden to provide certain City solid waste collection services.
- (B) The compensation to Borden for services provided each calendar month from August 1, 2022 through July 31, 2023 is based on an estimated eligible residence count of eleven thousand (11,000) multiplied by a unit rate of \$14.96 per month per residence.
- (C) In accordance with Subsection 4.01 of the Contract, representatives of City and Borden have established the agreed eligible residence count to be ten thousand nine hundred ninety-two (10,992) as of June 28, 2023.
- (D) The agreed eligible residence count, and any modification or amendment to the terms and conditions of the Contract 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 Contract, and under the terms, conditions and mutual covenants of this Amendment, the parties agree as follows:

SECTION 1. Effective Date.

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

SECTION 2. Compensation; Eligible Residence Count.

- (A) Compensation under Subsection 4.01(A) of the Contract shall be based on the agreed eligible residence count of ten thousand nine hundred ninety-two (10,992).
- (B) The agreed eligible residence count set forth in paragraph (A) shall be effective for services beginning August 1, 2023.
- (C) In accordance with Subsection 4.01(C) of the Contract, City shall deduct One Thousand Four Hundred Thirty-six and 16/100 Dollars (\$1,436.16) for the excess compensation paid the previous 12 calendar months for 8 residences at a unit rate of \$14.96 per month per residence. This deduction will be made on the invoice issued for August 2023 services.

SECTION 3. Additional One-Time Compensation.

City agrees to pay Borden additional one-time compensation totaling Three Thousand Three Hundred Six and 16/100 Dollars (\$3,306.16) for services provided to residences that were not

eligible for services under the Contract during the time periods as itemized below. It was determined that the residences were not eligible for services from the City, and services were discontinued.

- (A) Services provided in August 2022 (1 month) to 40 residences at a unit rate of \$14.96 per month per residence for a total of Five Hundred Ninety-eight and 40/100 Dollars (\$598.40).
- (B) Services provided from August 1, 2022 through March 31, 2023 (8 months) to 1 residence at a unit rate of \$14.96 per month for a total of One Hundred Nineteen and 68/100 Dollars (\$119.68).
- (C) Services provided from August 1, 2022 through May 31, 2023 (10 months) to 14 residences at a unit rate of \$14.96 per month per residence for a total of Two Thousand Ninety-four and 40/100 Dollars (\$2,094.40).
- (D) Services provided from August 1, 2022 through June 30, 2023 (11 months) to 3 residences at a unit rate of \$14.96 per month per residence for a total of Four Hundred Ninety-three and 68/100 Dollars (\$493.68).

SECTION 4. Original Contract.

In all respects, all other provisions of the original Contract, as amended from time to time, and 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

Borden Waste Away Service, Inc.

Gina M. Leichty, Mayor

Christopher Himes, Vice President

Mary Nichols, Member

Date Signed: _____

Michael Landis, Member

Barb Swartley, Member

Date Signed: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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July 10, 2023

To: Board of Public Works and Safety

From: Don Shuler

Subject: Agreement Amendment #3 with American Structurepoint, Inc. for Quiet Zone

Attached for the Board's approval and execution is the Agreement Amendment #3 between the City and American Structurepoint, Inc. This is the continuation of services contracted for by the City to establish a railroad Quiet Zone for the Norfolk Southern Marion Line (along the Ninth Street corridor). The original agreement was in 2013, with prior amendments addressing the term of the agreement, adding services and additional compensation for those added services. This amendment adds services to implement the Quiet Zone, completing the process, and providing compensation to American Structurepoint, Inc. not to exceed \$48,495.00 for said services.

Suggested Motion:

Move to approve and execute the Agreement Amendment #3 with American Structurepoint, Inc. as presented.

AGREEMENT AMENDMENT #3

Establish a Quiet Zone along Norfolk Southern Marion Branch

THIS AGREEMENT AMENDMENT is entered into this ____ day of _____, 2023, which is the last signature date set forth below, between American Structurepoint, Inc., f/k/a American Consulting, Inc., hereinafter referred to as “Consultant”, and the City of Goshen by its Board of Public Works and Safety and its Redevelopment Commission, hereinafter referred to as “City”.

WHEREAS, the City entered into an Agreement with Consultant dated March 25, 2013 for Consultant to provide on-call technical assistance and coordination, as needed, to the City for the purpose of establishing a Quiet Zone along the Norfolk Southern Marion Branch railroad line for an amount not to exceed Twenty Thousand Five Hundred Dollars (\$20,500.00).

WHEREAS, the City entered into an Agreement Amendment with Consultant dated December 23, 2013 to extend the term until June 1, 2015 due to on-going negotiations with the Indiana Department of Transportation, Norfolk Southern Railroad, MACOG and Federal Railroad Administration.

WHEREAS, the City entered into Agreement Amendment #2 with Consultant dated March 26, 2015 to add additional scope of work in order to submit the City’s application for a Quiet Zone to the Federal Railroad Administration for an amount not to exceed Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00).

WHEREAS, the City wishes to engage Consultant to provide additional services to implement the Quiet Zone.

NOW THEREFORE, in consideration of the mutual covenants contained in this amendment and the covenants contained in the original Agreement, as previously amended, the parties agree as follows:

SCOPE OF WORK. Consultant’s services under this Agreement Amendment #3 shall consist of:

1. Quiet Zone implementation, including:
 - a. Update exhibits
 - b. Prepare and submit Notice of Intent
 - c. Respond to questions/comments
 - d. Prepare Notice to Establish
 - e. Revisions
 - f. Project management
 - g. Railroad/Agency coordination
 - h. Client meetings (3)
 - i. Prepare Public Authority Application

COMPENSATION. The City agrees to compensate Consultant for the above services in this Agreement Amendment #3 based on a time and materials basis and Consultant’s standard hourly rates revised as follows:

Consultant's Hourly Rates to December 31, 2023

| <u>Classification</u> | <u>Hourly Rate</u> |
|-----------------------|--------------------|
| Principal | \$395 |
| Project Manager | \$305 |
| Senior Engineer | \$230 |
| Project Engineer | \$190 |
| Staff Engineer | \$135 |
| Technician | \$125 |
| Senior Technician | \$180 |

Total costs for all services under this Agreement Amendment #3 shall not exceed Forty-Eight Thousand Four Hundred Ninety-Five Dollars (\$48,495.00).

ORIGINAL AGREEMENT. All other terms and conditions of the March 25, 2013 Agreement, as amended by the December 23, 2013 Agreement Amendment and the March 26, 2015 Agreement Amendment #2 shall remain the same.

AUTHORITY TO EXECUTE. The undersigned affirm that all steps have been taken to authorize execution of this Agreement Amendment #3, and upon the undersigned's execution, bind their respective organizations to the terms of the Agreement Amendment #3.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment #3 on the dates as set forth below.

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

American Structurepoint, Inc.

Gina M. Leichty, Mayor

Scott M. Crites, Project Development Director

Michael Landis, Member

Date: _____

Mary Nichols, Member

Barb Swartley, Member

Date: _____

**City of Goshen
Redevelopment Commission**

Becky Hutsell
Redevelopment Director

Date: _____



CITY OF GOSHEN LEGAL DEPARTMENT

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July 10, 2023

To: Board of Public Works and Safety

From: Shannon Marks, Legal Compliance Administrator

Subject: Resolution 2023-20, Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project

The industrial development occurring along College Avenue on the east side of the City necessitates improvements to the public drainage infrastructure. The City and County will be making improvements to the public drainage infrastructure as part of the industrial development that is currently underway and the reconstruction of College Avenue that is planned for 2027. The interlocal agreement memorializes the City and County's agreement for the initial and future improvements to the public drainage infrastructure necessitated by the industrial development along College Avenue. Resolution 2023-20 is to approve and authorize execution of the Interlocal Agreement.

Suggested Motion:

Move to adopt Resolution 2023-20, Interlocal Agreement with the County of Elkhart for Public Drainage Infrastructure Project.

GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

RESOLUTION 2023-20

**Interlocal Agreement
with the County of Elkhart
for Public Drainage Infrastructure Project**

WHEREAS the City of Goshen and the County of Elkhart have negotiated an interlocal agreement for improvements to public drainage infrastructure along College Avenue on the east side of the City of Goshen.

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

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

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

Gina M. Leichthy, Mayor

Mary Nichols, Member

Michael A. Landis, Member

Barb Swartley, Member

INTERLOCAL AGREEMENT
Between the City of Goshen and the County of Elkhart
For Public Drainage Infrastructure Project

This Agreement is made and entered into this ____ day of _____, 2023, by and between the City of Goshen, Indiana (“City”) by and through the Goshen Board of Public Works and Safety and the Goshen Redevelopment Commission, and with the approval of the Goshen Common Council, and the County of Elkhart, Indiana (“County”) by and through the Board of Commissioners of the County of Elkhart, Indiana and the Elkhart County Drainage Board, and with the approval of the Elkhart County Council (both parties are collectively referred to as “Parties”).

WITNESSETH:

WHEREAS, a substantial industrial construction project is underway along College Avenue, on the east side of the City of Goshen, that requires initial improvements to public drainage infrastructure in the area of the construction project;

WHEREAS, the City plans to undertake a reconstruction of College Avenue in 2027;

WHEREAS, the City and the County plan to cooperate while each makes further improvements to public drainage infrastructure as part of the current industrial development and planned road reconstruction project in 2027; and

WHEREAS the City and the County seek to memorialize their agreement for initial and future improvements to the public drainage infrastructure necessitated by the industrial construction project along College Avenue.

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

1. Scope of Project. The purpose of this agreement is to coordinate the construction of public drainage infrastructure along College Avenue and County Road 36. The obligations of the City and County are found in Exhibit A, attached hereto and made a part hereof. Exhibit A also contains the current details of the public drainage infrastructure project. Parties understand that the plan for construction of the public drainage infrastructure may require reasonable revisions based on circumstances and conditions encountered during actual construction of the public drainage infrastructure. The Parties agree to use their best efforts to revise their plan, as needed, as construction progresses. Any such revisions must be with the agreement of both parties. Plan revisions that do not impact the right of way acquisition costs may be approved exclusively by the Goshen Board of Public Works and Safety and Stormwater Board on behalf of City and the Elkhart County Drainage Board on behalf of County.

2. Duration. This agreement shall be effective upon its execution and continue until the public drainage infrastructure projects are complete.

3. Administration. City shall serve as the lead agency for the project, and assumes and agrees to be responsible for the overall administration of the project.

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

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

6. Limitations of Liability.

a. City acknowledges that County shall not be liable to City for completion of or the failure to complete any activities which are an obligation of City to perform pursuant to this Agreement, and City agrees to defend, indemnify, and hold harmless County and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from City's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claims or judgments, including without limitation court costs, attorney's fees, and other expenses.

b. County acknowledges that City shall not be liable to County for completion of or the failure to complete any activities which are an obligation of County to perform pursuant to this Agreement, and County agrees to defend, indemnify, and hold harmless City and its agents, officers, and employees from all claims and suits of any nature whatsoever arising from County's performance of this Agreement, from all judgments therefore, and for all expenses in defending or appealing any such claim or judgments, including without limitation court costs, attorney's fees, and other expenses.

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

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

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

10. E-Verify Program. Pursuant to Indiana Code § 22-5-1.7-11, City agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of City after the date of the Agreement through the E-Verify Program as defined in Indiana Code § 22-5-1.7-3. City further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

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

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

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

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

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

County: County of Elkhart, Indiana
c/o Philip Barker, County Surveyor
Elkhart County Public Services Building
4230 Elkhart Rd
Goshen, IN 46526
Fax: (574) 971-4677
Email: pbarker@elkhartcounty.com

City: City of Goshen, Indiana
Board of Public Works and Safety
c/o Mayor Gina M. Leichty
202 South Fifth Street
Goshen, IN 46526
Fax: (574) 533-3074
Email: mayor@goshencity.com

with required copies to:

Bodie J. Stegelmann, Goshen City Attorney
Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528
Fax: (574) 537-3817
Email: bodiestegelmann@goshencity.com

and

Steven J. Olsen, Elkhart County Attorney
Yoder Ainlay Ulmer & Buckingham, LLP
130 North Main Street
Goshen, IN 46526
Fax: (574) 534-4174
Email: solsen@yaub.com

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.

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

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

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

[Signatures start on the following page].

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

Gina M. Leichty

Michael A. Landis

Mary Nichols

Barb Swartley

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Gina M. Leichty, Michael A. Landis, Mary Nichols, and Barb Swartley of the Goshen Board of Public Works and Safety of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Goshen Redevelopment Commission
City of Goshen, Indiana

Brian Garber, President

Brianne Brenneman, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Brian Garber and Brianne Brenneman of the Goshen Redevelopment Commission of the City of Goshen, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the City of Goshen, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Board of Commissioners of the
County of Elkhart, Indiana

Bradley D. Rogers

Suzanne M. Weirick

Bob Barnes

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Bradley D. Rogers, Suzanne M. Weirick, and Bob Barnes of the Board of Commissioners of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

Elkhart County Drainage Board

Lynn Loucks, Chairman

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Lynn Loucks, Chairman of the Elkhart County Drainage Board, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the foregoing Interlocal Agreement for and on behalf of the Elkhart County Drainage Board for the purpose stated therein.

Witness my hand and Notarial Seal this ____ day of _____, 2023.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

APPROVAL

The Elkhart County Council of the County of Elkhart, Indiana approves the foregoing Interlocal Agreement on this ____ day of _____, 2023.

Elkhart County Council
County of Elkhart, Indiana

By: _____
Thomas W. Stump, President

ATTEST:

Patricia A. Pickens, Auditor
County of Elkhart, Indiana

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared Thomas W. Stump, President of the Elkhart County Council of the County of Elkhart, Indiana, and Patricia A. Pickens, Auditor of the County of Elkhart, Indiana, being known to me or whose identity have been authenticated by me to be the persons who acknowledged the execution of the Approval of foregoing Interlocal Agreement for and on behalf of the County of Elkhart, Indiana.

WITNESS my hand and notarial seal.

Printed Name: _____
Notary Public of _____ County, Indiana
My Commission Expires: _____
Commission Number: _____

This instrument was prepared by Bodie J. Stegelmann, 18180-20, City Attorney,
City of Goshen, Indiana, 204 E. Jefferson, Suite 2, Goshen, Indiana 46526.

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Bodie J. Stegelmann

EXHIBIT A



Department of Community Development CITY OF GOSHEN

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

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

June 5, 2023

Elkhart County Drainage Board

RE: East College Avenue Industrial Subdivision & Public Infrastructure Project Written Drainage Plan
(including County-requested revisions)

Dear Mr. Barker:

The City of Goshen is in receipt of your letter dated April 21, 2023 and is providing this written plan to address the concerns you'd noted for the overall project. As you're well aware, this area is impacted by a substantial amount of off-site drainage flowing through the project and we are making very concerted efforts to improve how it was previously functioning while planning for how it will continue to function into the future.

When the City initially came before the County Drainage Board on February 8, 2022, the attached plan shown as Exhibit A was presented and approved and included the following requests:

1. Reconstruction of Lateral L and Lateral M County Regulated Drains to allow for the roadway to be widened with installation of a new County Regulated Drain Pipe to be constructed along College Avenue from the east end of the project to the existing County Ditch adjacent to the railroad tracks;
2. Permission to Enter Lateral "L" Horn-Yoder/Lateral "L1" Horn-Yoder to Rock Run Creek with 1) a 36" pipe from Pond #1 to existing Lateral "L" Horn-Yoder (*complete*); 2) a 24" pipe from Pond #2 to new 42" pipe Lateral "L" Horn-Yoder; and 3) a 24" pipe from Pond #2 to new 24" pipe replacing the 18" CMP Lateral "L1" Horn-Yoder; and
3. Permission to Cross Lohri-Cripe Ditch Lateral "K" and Horn-Yoder Lateral "L" at CR 36/CR 31 intersection for a new 12" water main to be directionally bored with a minimum vertical separation of 5' below the creek bottom as shown on Abonmarche Job # 21-0453, Plan and Profile – Line "R" Sheet No. 10 of 17. Plan sheet shows the utility crossing the Lateral "L" Horn-Yoder at CR 36/CR31 on the south west corner of the intersection. (*To be complete by August 2023.*)

During the meeting, all three (3) items were approved with the condition that an Interlocal Agreement be established between the City of Goshen and the Elkhart County Drainage Board.

At the time of the February request, it was assumed that the road widening to three (3) lanes with the installation of the new County Regulated Drain Pipe within the roadway would occur as part of the initial public infrastructure project. As cost estimates were prepared for this project, it was determined that the leg of East College Avenue within the City limits would be better completed as a MACOG project. The road widening was removed from the initial scope with the expectation that the City would be applying for LPA funds from MACOG to complete that. The City did apply and was awarded the funds and Abonmarche has been procured as the design consultant for the project with a letting date of early 2027. Our goal is to get started on design with the hope of being ready to bid in the event that funds become available early.

The City's current project, which does not include the roadway widening, commenced in July 2022 and is anticipated to be completed by late fall 2023. The details regarding the drainage components of the project are as follows:

1. Construction of routing swales along the east and southern boundaries of the northern parcels – Both have been graded and seeded.
2. Stormwater Collection Area at the southeast corner of the northern parcel – This area has been constructed and will be stabilized by the end of June.
3. Detention Pond #1 – The southern portion of this pond has been constructed up to the location of the approved 36" release pipe into the County Regulated Ditch. The completed portion of the pond will be left separate from the northern portion until it is constructed and stabilized to ensure that erosion is not released into the County Regulated Ditch. A float ball is currently in place at the outfall pipe to prevent drainage from leaving the pond prior to having an opportunity to settle to prevent soil from the site entering into the County Regulated Ditch. The float ball is being monitored daily to ensure that it continues to function.
4. Detention Pond #2 – Construction for this pond is underway and expected to be completed this fall. The intent is for this pond to act as an overflow for Lateral "L" as well as the stormwater that flows onto this property from the east.
5. Lateral "M" Crossings – The City has requested permission to cross Lateral "M" for construction entrances as well as for the permanent roadway entrances for the industrial subdivision. Brinkley has made an additional request that is currently on hold for another crossing just west of the lift station. The appropriate materials have been installed for the crossings that are in place to allow for Lateral "M" to continue to flow in its current location.
6. Installation of stormwater infrastructure within the roadway along the northern boundary of the industrial development – In lieu of the Proposed Drainage Ditch #3 shown on Exhibit A, the City has instead installed storm water pipe within the northern roadway to carry the stormwater from the east side of the site to the pond on the west. All pipes have been installed to allow for the roadway construction to begin in June.
7. Permission to Cross Lohri-Cripe Ditch Lateral "K" and Horn-Yoder Lateral "L" at CR 36/CR 31 intersection for a new 12" water main – This work is under contract with HRP and it is anticipated that the work will be complete by August 2023.
8. Project Dewatering – To date, both HRP Contract #1 and #3 have received Drainage Board approvals for their dewatering plans and that work has been completed. The rip rap check dam that was noted in the April 21st letter has been removed. Niblock will provide a dewatering plan for approval for the remaining excavation associated with Detention Pond #1 within the next few months.

It is anticipated that the County's existing Lateral "M" regulated drain east of the project will be temporarily diverted into Brinkley's Stormwater Collection Area at the southeast corner of the northern development. Maintenance of the Brinkley Stormwater system through the development will be the responsibility of the Developer and/or the City. All the City's work to prepare for this connection will be completed by the end of June once the system is vegetated and stabilized. The County will relinquish Lateral "M" along the north side of the roadway adjacent to the development once the connection at the east end is made. The Regulated Drain Lateral "M" Horn-Kauffman on the north side of the roadway will be converted to function as a "roadside ditch/swale", but will not be officially abandoned until the 42" storm pipe is installed as part of the 2027 MACOG project. The infrastructure installed to date for the crossings will remain in some fashion to allow for a roadside ditch/swale to accommodate the road water which will tie back into Brinkley's drainage

system. Brinkley currently has an approved Post-Construction Stormwater Management Plan (PCSMP) in place and all connections within the drainage system will be required to comply with the approved PCSMP.

As part of the 2027 MACOG project, titled College Avenue – Phase III, the City will be proceeding with the widening of the roadway and installation of the 42” stormwater pipe beneath the road as well as the two (2) planned 24” outlets from Pond #2 as noted in the City’s original February 2022 request. If Brinkley proceeds with development for their southern parcels of land in advance of the 2027 project, they will be required to 1) upgrade the existing 18” CMP Lateral “L” along the south side of the roadway in front of the residential houses to provide an adequately sized outlet and 2) construct the second 24” outlet pipe north across the roadway into the existing Brinkley Stormwater system unless they can show calculations that the drainage from the proposed southern development will not exceed the available capacity within Pond #2 that would warrant the second outlet. The County Regulated Drain route will remain along the south side of the road and through Pond #2 until the 42” pipe is installed to replace it. Until that time, maintenance of the pond to ensure the flow of the County Drain is not adversely impacted will be the responsibility of the City and/or Developer.

Both parties acknowledge that the 42” stormwater pipe, to be installed in 2027, will be insufficient to handle all of the County’s stormwater that flows through this corridor and that, while the routing of Lateral “M” is temporary until the 42” can be installed, the Brinkley Drainage system will always function as an overflow for the County’s regulated drains when the capacity exceeds what the 42” can accommodate.

While the County had originally agreed to participate in the funding for the storm pipe materials associated with this project, all parties agree that the County will instead acquire the right-of-way needed to relocate Lateral “M” east of the development, reconstruct Lateral “M” in the location shown on Exhibit B and make the connection into Brinkley’s drainage system. The City will then incur the future costs for the storm pipe materials associated with the MACOG project.

The City has hired Abonmarche to survey the area east of the project to allow for additional right-of-way acquisition related to the relocation of Lateral “M”. Exhibit B shows the detail regarding the new location and legal descriptions will be provided to the County by Abonmarche no later than June 16th 2023.

If you have any questions, please let me know.

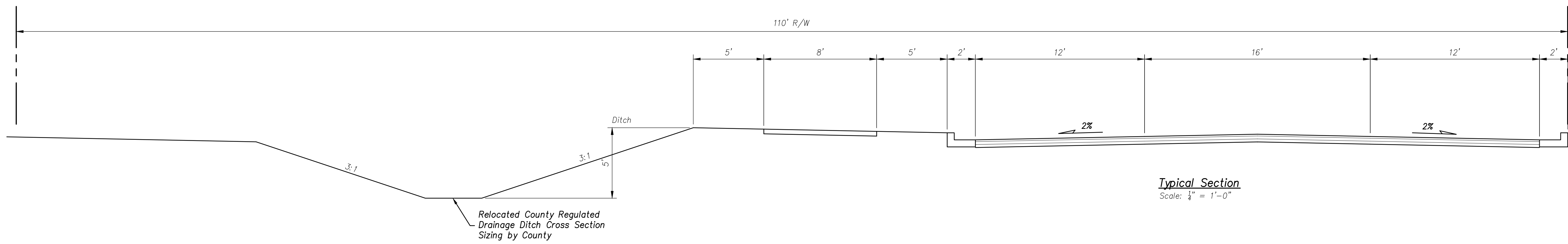
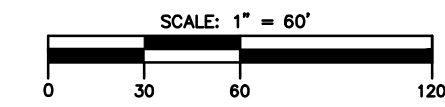
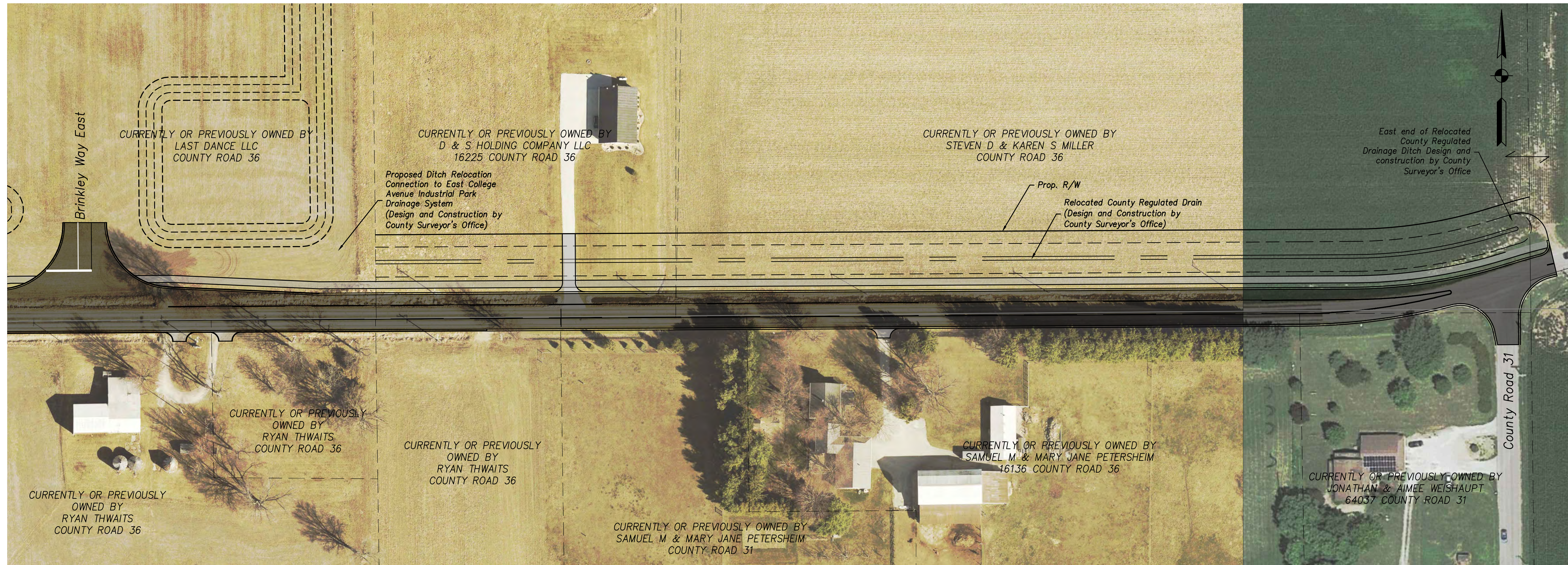
Best regards,

A handwritten signature in blue ink that reads "Becky Hutsell". The signature is written in a cursive, flowing style.

Becky Hutsell
Redevelopment Director

EXHIBIT A

EXHIBIT B



ABONMARCHÉ
 303 River Road Drive
 Goshen, IN 46526
 Phone: 765.635.9611
 Fax: 765.635.9613
 abonmarche.com

Benton Harbor
 Lafayette
 Wayne
 Cass
 Grand Haven
 Hobart
 Valparaiso

Engineering Architecture Land Surveying

PROJECT:
EAST COLLEGE AVENUE EXTENSION
CITY OF GOSHEN / ELKHART COUNTY
DEPT OF PUBLIC WORKS & SAFETY
GOSHEN, INDIANA

CONCEPTUAL LAYOUT

SHEET TITLE:
 DRAWN BY: **DEF**
 DESIGNED BY:
 PM REVIEW: **RAN**
 QA/GC REVIEW: **BEM**
 DATE: **5-3-2023**
 SEAL:

Preliminary
 May 3, 2023

SIGNATURE:
 DATE:
 SCALE:
 HORZ: 1" = 60'
 VERT:
 ACT JOB #
22-1685



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CLOSURES FOR ELKHART CO. TO PERFORM BRIDGE DECK SEALING**

DATE: June 10, 2023

Elkhart County is requesting various closures of bridges to perform deck sealing.

Bridge #411 – N. Main Street, north of Pike Street – Wednesday, July 12

Bridge #408 – Lincoln Avenue by Roger's Park – Saturday, July 15

If it would rain on Saturday, July 15, they would perform the work on Saturday, August 5th, to avoid closing the road during the Fair.

Requested Motion: Approve the closures of the bridges listed above on the date specified for Elkhart County to perform bridge maintenance.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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engineering@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **CHANGE ORDER NO. 2 FOR 2023 ASPHALT PAVING PROJECT
(JN: 2023-0002)**

DATE: July 10, 2023

Niblock Excavating is requesting an additional 31 days be added on to the project schedule for the additional work needed on Wilson Avenue. The additional work of full depth removal, fine grading the subbase and installing base and surface was approved on Change Order No. 1.

Requested motion: Move to approve Change Order No. 2 to add 31 additional days to the 2023 Paving Project schedule making the final completion date September 1, 2023.

***CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528***

OWNER: City of Goshen
PROJECT NAME: Asphalt Paving Package
PROJECT NUMBER: 2023-0002
CONTRACTOR: Niblock Excavation

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Niblock Excavation is requesting an additional 31 days be added on to the project schedule due to the additional work on Wilson Avenue. The work includes full depth removal of Wilson Avenue and fine grading of the subbase. Then installing asphalt base and surface.

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

| | | |
|------------------------------------------------------------------------------------------------------------------------------------|--|----------------|
| 1. Amount of original contract | | \$2,477,613.50 |
| 2. Net (Addition/ Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u> | | \$134,718.00 |
| 3. Amount of Contract, not including this supplement | | \$2,612,331.50 |
| 4. Addition/ Reduction to Contract due to this supplement | | \$0.00 |
| 5. Amount of Contract, including this supplemental | | \$2,612,331.50 |
| 6. Total (Addition/ Reduction) due to all Change Orders (Line 2 + Line 4) | | \$134,718.00 |
| 7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1) | | 5.44% |

III. CONTRACT SUPPLEMENT CONDITIONS

- The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 31 **calendar days**, making the final completion date September 1, 2023.
- Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as NA, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
- This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
- The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnish to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (0) percent.

RECOMMENDED FOR ACCEPTANCE

Dustin K. Sailor 6/29/23
Dustin Sailor, PE

ACCEPTED: Board of Works and Safety
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

Niblock Excavating

BY: _____
Signature of authorized representative of Contractor

Printed



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **LANE CLOSURES ON EAST & WEST JACKSON STREET**

DATE: July 10, 2023

One Atlas is requesting lane closures for westbound traffic on East Jackson Street & West Jackson Street, see attached drawing. They have received right-of-way permits from the City of Goshen and INDOT for work they will be performing to put an environmental monitoring well across from the 7-11 on South Main Street. The work will be performed on July 18th, and is anticipated to require one day to complete.

Requested Motion: Approve the lane closures of westbound traffic on E. Jackson Street and W. Jackson Street for One Atlas to install an environmental monitoring well.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Traffic Control Specialists, LLC 151 West Pacific Ave. P.O. Box 12720 Salt Lake City, UT 84112 www.trafficcontrol.com</p> | <p>Date: 6/7/2023 Author: TCS, LLC Project: S.R. 15 - Goshen, IN - Lane Closures Prepared for: One Atlas Sheet: 1 of 1 Scale: N.T.S.</p> | <p>Comments: Plan provided to meet MUTCD standards, any additional requirements may need to be approved. Plans are non signed, sealed and are for illustration to governing agency for approval. ▲</p> | <p>Manifest 1 x R11-2 1 x R3-1 no right turn 1 x R3-2 no left turn 1 x W20-1 road work ahead 1 x W20-5 right lane closed ahead 1 x W24-1 double reverse curve (TL)</p> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



RIGHT OF WAY PERMIT

State Form 41769 (R8 / 5-17)

Approved by State Board of Accounts, 2017

Approved by Auditor of State, 2017

**STATE OF INDIANA
INDIANA DEPARTMENT OF TRANSPORTATION**

| | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|----------------------------------|
| Type of Permit: | | |
| <input type="checkbox"/> Occupancy (Above Ground) <input type="checkbox"/> Occupancy (Below Ground) <input type="checkbox"/> Railroad <input checked="" type="checkbox"/> Miscellaneous <input type="checkbox"/> Shared Use | | |
| District | Subdistrict | Telephone number |
| Fort Wayne | | |
| Project locations: | | Reference pt. number |
| South Main Street (State Route 15), Goshen, IN - located between E Jackson Street and W Jackson Street - across from 7-Eleven Store located at 1000 S Main Street. | | 80.80 |
| Project description: | | |
| Purpose of installing one environmental monitoring well to approximately 20 feet below ground level. | | |
| Project purpose: | | |
| The monitoring well is to be installed at the direction of the Indiana Department of Environmental Management. | | |
| Bond required: | If Yes, Penal Sum | Bond number |
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$ 10000 | GS14700002 |
| PERMIT FEE: (Make check or bank draft payable to "Indiana Department of Transportation") | | \$ 15 |
| Fee amounts per IC 8-23-2-6(13); fee schedule address: http://www.in.gov/indot/2727.htm | | |
| SPECIAL PROVISIONS: | | |
| <p>THE APPLICANT AGREES TO INDEMNIFY, DEFEND, EXCULPATE, AND HOLD HARMLESS THE STATE OF INDIANA, ITS OFFICIALS AND EMPLOYEES FROM ANY LIABILITY DUE TO LOSS, DAMAGE, INJURIES, OR OTHER CASUALTIES OF WHATSOEVER KIND, OR BY WHOMSOEVER CAUSED, TO THE PERSON OR PROPERTY OF ANYONE ON OR OFF THE RIGHT-OF-WAY ARISING OUT OF, OR RESULTING FROM THE ISSUANCE OF THIS PERMIT OR THE WORK CONNECTED THEREWITH, OR FROM THE INSTALLATION, EXISTENCE, USE, MAINTENANCE, CONDITIONS, REPAIRS, ALTERATION, OR REMOVAL OF ANY EQUIPMENT OR MATERIAL, WHETHER DUE IN WHOLE OR IN PART TO THE NEGLIGENT ACTS OR OMISSIONS (1) OF THE STATE, ITS OFFICIALS, AGENTS, OR EMPLOYEES; OR (2) OF THE APPLICANT, HIS AGENTS, OR EMPLOYEES, OR OTHER PERSONS ENGAGED IN THE PERFORMANCE OF THE WORK, OR (3) THE JOINT NEGLIGENCE OF ANY OF THEM; INCLUDING ANY CLAIMS ARISING OUT OF THE WORKMEN'S COMPENSATION ACT OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE. THE APPLICANT ALSO AGREES TO PAY ALL REASONABLE EXPENSES AND ATTORNEY'S FEES INCURRED BY OR IMPOSED ON THE STATE IN CONNECTION HERewith IN THE EVENT THAT THE APPLICANT SHALL DEFAULT UNDER THE PROVISIONS OF THIS PARAGRAPH.</p> | | |
| Signature of permit applicant | | Printed name of permit applicant |
| | | Jason D. Siemen |
| Name of company organization | | Telephone number |
| 7-Eleven | | (937) 591-1106 |
| Address (number and street, city, state, ZIP code) | | |
| P.O. Box 711 (Loc. 0148) Dallas, TX 75221 | | |
| Inspector | | |
| Douglas P. Kelly | | |
| District Regulatory Supervisor | | |
| Timothy Hawkins | | |
| District Director | | |
| Todd Johnson | | |

Application number
T0000172536

Road number
SR 15

County number
Elkhart

Expiration date
04/27/2025

Issue date
04/27/2023

Permit number
E23FM10020



**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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NIPSCO LANE RESTRICTION IN FRONT OF 1828 BERKEY AVENUE**

DATE: July 10, 2023

NIPSCO has requested a lane restriction on Berkey Avenue just east of Amberwood Drive for Tuesday, July 18, to install a steel gas distribution emergency valve. This work was originally planned and approved by Board of Works for June 29th, but NIPSCO requested the date change due to resource issues. Flaggers will be used to allow traffic in both directions. The traffic plan is attached.

Requested Motion: Approve the lane restriction on Berkey Avenue just east of Amberwood Drive on July 18, 2023, to allow NIPSCO to install a steel gas distribution emergency valve.

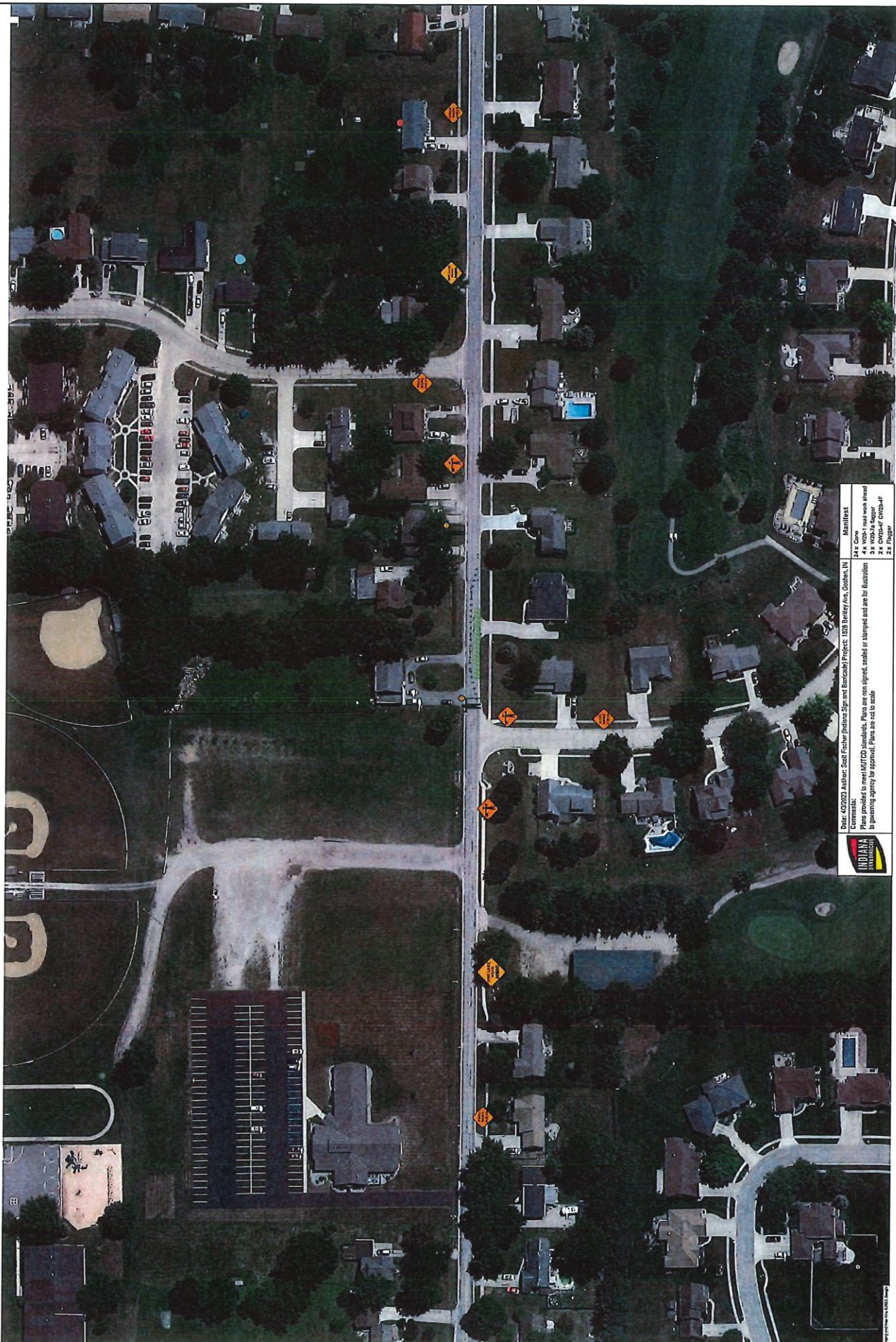
**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



INDIANA
TRANSPORTATION

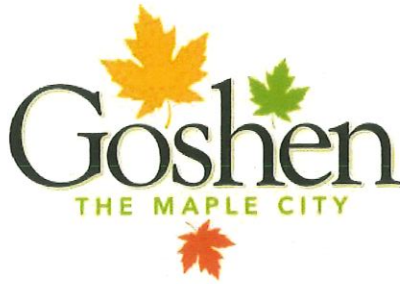
Date: 02/20/23 Author: Scott Fisher (Indiana Sign and Bannable) Project: 103 Barclay Ave, Gosha, IN

Comments:
 Plans provided to meet MUTCD standards. Plans are non signed, sealed or stamped and are for illustration.
 To governing agency for approval. Plans are not to scale

Manifest:
 24" Cone
 4" W/O-A (near work area)
 3" W/O-A (flagger)
 24" Flagger
 6" W/O-A

Permit # 20230494

All day 7/12



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **PARKING SPOT CLOSURE BY 121 W. WASHINGTON STREET**

DATE: June 10, 2023

IWM Consulting requests the far west parking space on the north side of Washington Street directly in front of 121 W. Washington Street be blocked off on Wednesday, July 12, so they can access the monitoring well located in that parking space.

Requested Motion: Approve the closure of one parking space on the north side of Washington Street in front of 121 W. Washington Street on July 12, 2023, for access to a monitoring well.

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

Gina Leichty, Mayor

Barb Swartley, Member

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Michael Landis, Member



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **PURL STREET AND 8TH STREET INTERSECTION**

DATE: July 10, 2023

As a result of the coming change of use of the former Chandler Elementary building, it is anticipated that there will be an increase in pedestrian traffic between this facility and Goshen High School. As a result, former Mayor Stutsman had asked the Traffic Commission to consider making the intersection at Purl Street and 8th Street an all-way stop with the addition of stop signs installed on 8th Street at that intersection.

The Indiana Manual on Uniform Traffic Control Devices says multi-way stop intersections should be considered near locations that may generate significant traffic and encourages the use of traffic control at all pedestrian crossings in school zones.

The City Traffic Commission forwards a positive recommendation to the Board of Public Works and Safety to install two additional stop signs on 8th Street making the intersection of Purl Street and 8th Street an all-way stop.

Requested Motion: Approve the installation of two stop signs on 8th Street making the intersection of Purl Street and 8th Street an all-way stop.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Michael Landis, Member



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

MEMORANDUM

TO: City of Goshen Stormwater Board

FROM: Stormwater Department

**RE: MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) GENERAL PERMIT
NOTICE OF INTENT AMENDMENT (JN: 2002-0039)**

DATE: July 10, 2023

The City of Goshen is classified as a municipal separate storm sewer system (MS4) community and complies with the Indiana Department of Environmental Management's MS4 general permit, which went into effect on December 18, 2021. The Mayor is identified as the MS4 Operator for the City of Goshen and due to the recent change in the Mayor's Office the City must update their Notice of Intent by submitting an amendment.

The amendment is the attached letter describing the change in the Mayor's Office. The letter also includes an update in the MS4 Representative contact information found in Appendix B, due to a change in the Stormwater Specialist position.

The Goshen Stormwater Department requests the Stormwater Board's approval to have Mayor Leichy co-sign the letter along with the current Stormwater Coordinator, Jason Kauffman.

The signed letter will be submitted to the IDEM Stormwater Section, Office of Water Quality within the required 30-day timeframe after a change in the MS4 Operator.

Requested Motion: Approve Mayor Leichy to co-sign the MS4 NOI Amendment Letter to stay in compliance with the Indiana Department of Environmental Management's MS4 general permit requirements.



**Stormwater Department
CITY OF GOSHEN**

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stormwater@goshencity.com • www.goshenindiana.org

July 10, 2023

IDEM Stormwater Section, Office of Water Quality
100 North Senate Avenue, Room 1255
Indianapolis, IN 46204-2251

SGOODWIN@idem.IN.gov

Attention: Staci Goodwin, MS4 Coordinator

**RE: CITY OF GOSHEN MS4 OPERATOR CONTACT AMENDMENT
(INR04C137)**

On Friday, June 16, 2023, Mayor Jeremy Stutsman completed his last day as the Mayor of Goshen and on Tuesday, June 20, 2023, Mayor Gina Leichty began her time as the Mayor of the City of Goshen having been sworn in on the evening of June 16th.

As the mayor is the MS4 Operator for the City of Goshen this letter serves as notice of the change to the name of the MS4 Operator. The contact information for the mayor's office has not changed.

One additional change from the NOI submitted at the end of June 2022, is in Appendix B. The MS4 Representative for the City of Goshen is no longer Mattie Lehman and is now Ryan Miller. The contact information is correct except for the phone number and email address, which are now 574-533-8733 and ryanmiller@goshencity.com.

If there are any questions, please let Jason Kauffman know and the issues will be addressed.

Thank you.

Sincerely,

Gina Leichty, Mayor
CITY OF GOSHEN

Jason Kauffman, Stormwater Coordinator
CITY OF GOSHEN