



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

### **Regular Meeting Agenda**

**2:00 p.m. March 16, 2020**

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Feb. 17<sup>th</sup>, Feb. 24<sup>th</sup>

Changes to Agenda

#### **ANNOUNCEMENTS**

- (1) Executive Order 2020-01: Sick Leave for COVID-19 Testing and Employee Self-Quarantining (Stutsman)
- (2) Extension of Third St. Lane Restriction for Jail Demolition Project (Sailor)

#### **OPEN BIDS, QUOTES AND PROPOSALS**

- (1) Open Quotes for Lawn Mowing

#### **NEW BUSINESS**

- (1) Agreement: Waste-Away Group, Ltd. d/b/a Integra for City Court Secure Document Destruction (Windsor)



- (2) Resolution 2020-11: Interlocal Agreement with City of Elkhart for Stormwater Education Programs (Kauffman)
- (3) Resolution 2020-12: Transfer of Real Estate from Elkhart County (Gast)

**PRIVILEGE OF THE FLOOR**

**APPROVAL OF CLAIMS**

*Adjournment*

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING  
HELD, FEBRUARY 17, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on February 17, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis

ABSENT: Board Member Mary Nichols

**OTHERS:**

Clerk-Treas. Admin Assistants	Police Chief	Asst. Building Commissioner
<del>Asst. Brownfield Coordinator</del>	Utilities Office Manager	<del>City Planner</del>
Central Fleet Manager	Contracts & Claims Manager	Assistant City Planner
<del>Fire Chief</del>	Water & Sewer Superintendent	Legal Compliance Admin
Street Commissioner	City Attorney	Communications Coordinator
<del>Human Resources</del>	<del>Asst. Street Commissioner</del>	<del>Assistant Police Chief</del>
Director of Public Works	<del>Civil Traffic Engineer</del>	<del>Building Inspector</del>
Wastewater Superintendent	<del>Brownfield Coordinator</del>	Parks Superintendent
Mayor's Admin Assistant	<del>Assistant Fire Chief</del>	

Minutes of the meeting of January 13 2020, were presented. On motion of Board Member Landis and second by Mayor Stutsman, the minutes were approved as presented.

**OPEN BIDS FOR GOSHEN POLICE DEPARTMENT SHOOTING RANGE**

Mayor Stutsman opened the following bids for the Goshen Police Department Shooting Range Training Center (PN: 2018-0014). Below are the quotes received:

COMPANY	TOTAL
R Yoder Construction, Inc	\$320,900.00

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

**REQUEST FOR OCCUPANCY PERMIT**

Legal Compliance Administrator Shannon Marks read a memo from the packet requesting the occupancy permit agreement approval with Goshen Hospital Association, Inc. and DJ Construction.

Board Member Landis moved to approve and authorize the Mayor to execute the Occupancy Permit Agreement with Goshen Hospital Association, Inc. and DJ Construction. Second by Mayor Stutsman and motion passed unanimously.

### **REQUEST FOR WATER TOWER EQUIPMENT CO-LOCATION AGREEMENT**

Legal Compliance Administrator Shannon Marks requested the Board approval to enter into an agreement with the County of Elkhart. Under the Agreement the City will grant the County a license to install, operate and maintain certain equipment, including antennas and a tower top amplifier, at the City's water tower on Caragana Court. The memo is included in the packet.

Board Member Landis moved to approve the request to enter into an Agreement and authorize the Mayor to execute and Clerk-Treasurer to attest the Water Tower Equipment Co-Location Agreement with the County of Elkhart. Second, by Mayor Stutsman and motion passed unanimously.

### **DOT DRUG AND ALCOHOL TESTING**

Legal Compliance Administrator Shannon Marks read information that is included in the packet regarding the required DOT Drug and Alcohol Testing.

Ms. Marks explained that Beacon would perform the random testing required by the DOT and that the City employees that hold a current CDL would be placed in their own pool for the selection of the random testing. Mayor Stutsman stated that he had checked with Goshen Health to administer the program, but they are not yet equipped to do so.

Board Member Landis asked what exactly his motion should be, Ms. Marks made the suggestion that the motion should be to utilize Beacon for the DOT required drug and alcohol testing and DOT physicals for the City's CDL drivers as well as for work related illnesses and injuries and occupational services for and non DOT drug and alcohol testing for City employees, and to approve the agreement with Beacon to administer the random DOT drug and alcohol testing and authorize the mayor to execute. Mayor Stutsman and Board Member Landis collectively agreed and Second, was made and the motion passed unanimously.

### **REQUEST FOR 2020 TOPOGRAPHIC SURVEYS**

Director of Public Works Dustin Sailor requested Board approval for acceptance of agreement with Abonmarche for the topographic survey services for five City projects. Full project information is included in the packet.

Board Member Landis asked Mr. Sailor about the 3<sup>rd</sup> street parking lot project, asking if something had changed, Mr. Sailor explained the entire configuration of the parking lot had to be adjusted due to NIPSCO placing their pole right in the middle, the drive had to be narrowed and the spaces don't really line up as they should. Looking to move the lights and readjust the lines and get the most spaces possibly for the parking lot.

Board Member Landis also asked Mr. Sailor about the alley by 5 points, Mr. Sailor explained it is an area heavily used by nearby residents and it is currently a gravel alley and due to the traffic by

the residents it is heavily rutted and the City is now taking it over, with that it will now be plowed and in the summer looking to use local staff to get it paved and put in easements for turning and such.

Board Member Landis moved to approve the agreement with The Abonmarche Group for survey services totaling \$15,500.00 for the City of Goshen Engineering Department. Second by Mayor Stutsman and motion passed unanimously.

**REQUEST FOR SCOPE CHANGE (JN:2019-0025)**

Director of Public Works Dustin Sailor read a memo included in the packet detailing all the information regarding the scope change. This is an amendment with Donohue & Associates.

Mr. Sailor stated that there have been changes made along the process of this project, and after the new scope has been determined, the Engineering Department went through the scope and were able to shave off \$11,000.00 from the new scope.

Board Member Landis moved to approve the agreement amendment with Donohue & Associates, Inc. for the additional scope of services requested by the Wastewater Utility for an additional \$198,596.00. Second by Mayor Stutsman and motion passed unanimously.

**REQUEST FOR ADDITIONAL COMPENSATION**

Director of Public Works Dustin Sailor read a memo included in the packet regarding the Buggy Trail Re-Route (JN:2012-0033) from Kibby Excavating. Kibby's request is included in the packet.

Mr. Scott McKibbin was present, he explained that the increase in cost is strictly for material, which he did submit to the City, and there were no increase requests for labor. He continued that the project was very time sensitive, and there was great deal of pressure being made by the Amish to complete. Due to the rush, some of the suppliers were not able to provide exact or current price quotes and when the material was purchased the difference was disclosed. Mr. McKibbin continued to explain that he even pulled his crew from another project to complete the project for the City on scheduled time for paving.

Mr. Dustin Sailor also stated that bids have been requested before, a couple times for this project and there were no bids received. Dustin also offered, that by experience, the number that Scott originally presented for the type of material being used was very low but there was no reason to determine it was incorrect or anything to compare the numbers to. Board Member Landis had some concerns and mentioned that since there was no other bid, Mr. McKibbin really didn't need to rush getting the numbers into the City, had he taken that extra few days or week, he could have obtained the accurate numbers for the quote.

After discussion regarding what Engineering Department was needing and with direction from City Attorney Bodie Stegelmann, Board Member Landis made a motion for Engineering to submit change orders reflecting both options A and B and to authorize Mayor Stutsman to execute the change orders upon the review from City's Legal Department. Second, made by Mayor Stutsman and motion passed unanimously.

**RESOLUTION 2020-02**

Legal Compliance Administrator Shannon Marks read a memo that was provided in the packet. Ms. Marks explained that each year elected officers must certify in writing that the officer has not violated the city's policy regulating the employment of relatives (Council Resolution 2012-14).

Ms. Marks requested the board to approve the submission of the above documentation.

Board Member Landis moved to approve Resolution 2020-02, documenting the submission of the 2019 Annual Certifications by City of Goshen Elected Officers. Second by Mayor Stutsman and motion passed unanimously.

**REQUEST TO DECLARE AS SURPLUS PROPERTY AND APPROVE DISPOSAL**

Legal Contracts and Claims Manager Keitha Windsor requested Board approval to declare the equipment listed in packet as surplus property and to approve the disposal of the surplus property.

Board Member Landis moved to approve the request to declare the listed equipment as surplus property and to dispose of the surplus property consistent with Resolution 2020-07. Second by Mayor Stutsman and motion passed unanimously.

**PRIVILEGE OF THE FLOOR -1**

Chiller Project at Goshen High School and the west Elementary School. Need to close Hickory Street between S Harrison and Summer Street on the south side of the school Wednesday, February 19. Closure will be after 9am so the buses are cleared and not disrupted. This is for the removal of the chiller and barrel.

Mayor Stutsman made a motion to allow Hickory to be closed for the chiller replacement as needed on February 19. He stated that the request of the City is if they are not working that the road remain open. Second by Board Member Landis and motion passed unanimously.

There being no further business Mayor Stutsman moved to process claims and then to adjourn. Second by Board Member Landis and motion passed unanimously.

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:**

**MAYOR JEREMY STUTSMAN** \_\_\_\_\_

**BOARD MEMBER MICHAEL LANDIS** \_\_\_\_\_

**BOARD MEMBER MARY NICHOLS** \_\_\_\_\_

**ATTEST** \_\_\_\_\_  
**CLERK-TREASURER ADAM SCHARF**

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD MEETING  
HELD, FEBRUARY 24, 2020, GOSHEN, INDIANA**

The Board of Public Works and Safety and Stormwater Board of the City of Goshen met in the Council Chambers, 111 E. Jefferson St., on February 24, 2020, at 2:00 p.m. for their weekly Board meeting. Members of the Board present or absent as follows:

PRESENT: Mayor Jeremy Stutsman, Board Member Mike Landis, Board Member Mary Nichols

ABSENT:

OTHERS:

Clerk-Treas. Admin Assistants  
~~Asst. Brownfield Coordinator~~  
 Central Fleet Manager  
~~Fire Chief~~  
 Street Commissioner  
~~Human Resources~~  
 Director of Public Works  
~~Wastewater Superintendent~~  
 Mayor's Admin Assistant

Police Chief  
 Utilities Office Manager  
~~Contracts & Claims Manager~~  
 Water & Sewer Superintendent  
 City Attorney  
~~Asst. Street Commissioner~~  
~~Civil Traffic Engineer~~  
 Brownfield Coordinator  
~~Assistant Fire Chief~~

Asst. Building Commissioner  
~~City Planner~~  
 Assistant City Planner  
 Legal Compliance Admin  
 Communications Coordinator  
~~Assistant Police Chief~~  
~~Building Inspector~~  
 Parks Superintendent

Minutes of the meeting of January 27, February 03, and February 10, 2020, were presented. On motion of Board Member Landis and second by Mayor Stutsman, the minutes were approved as presented.

**OPEN BIDS FOR WASTEWATER TREATMENT PLANT (PN:2019-0025A)**

Mayor Stutsman opened the following bids for the Wastewater Treatment Plant PN:2019-0025A. Below are the quotes received:

COMPANY	BASE	ALTERNATE 1
Anchor Construction (via Charlie Riggs email)	\$20,853,050.00	
Williams Brothers Construction	\$21,480,000.00	\$435,000.00
Shook Construction	\$19,800,000.00	\$800,000.00
Kokosing Industrial	\$18,989,000.00	\$499,500.00

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

**OPEN BIDS FOR LIFT STATION IMPROVEMENTS (PN:2019-0025B)**

Mayor Stutsman opened the following bids for the Lift Station Improvements PN:2019-0025B. Below are the quotes received:

COMPANY	TOTAL
Selge Construction	\$2,681,098.00

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

**OPEN BIDS FOR ROCK RUN SEWER IMPROVEMENTS (PN:2019-0025C)**

Mayor Stutsman opened the following bids for the Rock Run Sewer Improvements PN:2019-0025C. Below are the quotes received:

COMPANY	BASE
Niblock	\$2,819,261.25
HRP Construction	\$1,940,123.00
Selge Construction	\$1,729,736.60

Mayor Jeremy Stutsman moved to refer the bids to the Legal Department for review and recommendation. Second by Board Member Landis and motion passed unanimously.

**REQUEST FOR WEST LINCOLN AVE PEDESTRIAN CROSSWALK & ISLAND**

Mayor Stutsman stated that this item was put on the agenda by mistake, he wanted additional time to get with the traffic commission before bringing it to the Board.

Mayor Stutsman made a motion to table item until it is placed back on the agenda. Second by Board Member Landis and item tabled.

**SPECIAL PRESENTATION-ROBOTICS TEAM**

Mayor Stutsman announced that there was a special presentation by some of the youth in our community. Merritt Dilts introduced Brian Baylor of E3 Robotics and Brian shared that this group of youth began their research back in August and they were working on a Homelessness project.

There being no further business Mayor Stutsman moved to process claims and then to adjourn.  
Second by Board Member Landis and motion passed unanimously.

**BOARD OF PUBLIC WORKS AND SAFETY AND STORMWATER BOARD:**

**MAYOR JEREMY STUTSMAN** \_\_\_\_\_

**BOARD MEMBER MICHAEL LANDIS** \_\_\_\_\_

**BOARD MEMBER MARY NICHOLS** \_\_\_\_\_

**ATTEST** \_\_\_\_\_  
**CLERK-TREASURER ADAM SCHARF**

## **EXECUTIVE ORDER 2020-01**

### **Sick Leave for COVID-19 Testing and Employee Self-Quarantining**

WHEREAS, the novel Coronavirus Disease 2019 (“COVID-19”) is a severe respiratory illness that was first detected in Wuhan City, Hubei Province, China;

WHEREAS, COVID-19 has spread around the world and has been detected in the State of Indiana, leading Governor Eric J. Holcomb to declare a public health disaster emergency in Indiana attributable to COVID-19;

WHEREAS, the Center for Disease Control states that COVID-19 spreads from person-to-person (within six (6) feet of another person) and through respiratory droplets produced when an infected person sneezes or coughs, and that COVID-19 symptoms appear two (2) to fourteen (14) days after exposure to the virus;

WHEREAS, COVID-19 has infected individuals in Saint Joseph and Noble Counties, which neighbor Elkhart County and the Elkhart County Health Department has stated it expects to see cases in Elkhart County very soon;

WHEREAS, the City of Goshen, Indiana wishes to protect its employees and the residents of Goshen from the eventual spread of COVID-19 in the City of Goshen, and wishes to help alleviate economic hardships caused to City of Goshen employees who miss work due to COVID-19 testing and self-quarantine and;

WHEREAS, the City of Goshen must take all reasonable steps to ensure that the delivery of vital public services are not interrupted;

WHEREAS, the City of Goshen currently has in place a Family Sick Leave Policy and employees accrue sick leave according to the City’s current salary ordinances; and

WHEREAS it is necessary to move quickly to provide additional sick leave days for individuals who suspect that they may be infected with COVID-19.

NOW THEREFORE, IT IS ORDERED that all current City employees shall be shall be granted up to an additional eighty (80) hours of sick leave for testing for COVID-19 and self-quarantining based on the following terms and conditions:

1. If a City employee exhibits a fever of 100.4 or higher, a cough, and shortness of breath, or if a City employee becomes aware that the employee came into contact with an individual diagnosed with or exposed to COVID-19, the employee must either remain home or go home from work. The employee must call either the employee’s primary care physician or the County Health Department of the

employee's residence to arrange testing for COVID-19. Employee must also send an email to the Elkhart County Health Department, with the Department Head carbon copied, notifying them of self-quarantine. The employee should NOT travel to a physician's office, a hospital or urgent care facility, or to a Health Department without first calling and being told to report to the facility.

2. A City employee not reporting to work due to conditions described in Paragraph 1 shall not return to work until cleared for return to work by a medical professional.

3. A City employee seeking to use sick leave under this Executive Order shall regularly communicate with the employee's supervisor or Department Head relative to the employee's use of sick leave under this Executive Order, and potential return to work date.

4. An employee testing positive for COVID-19 must provide documentation from a medical professional stating they are cleared to return to work.

5. The sick leave contemplated under this Executive Order is intended only to apply to individuals meeting the conditions described in Paragraph 1 above, and the sick leave contemplated by the Executive Order do not accrue to all employees.

6. All City Department Heads shall analyze operation of their respective Departments and implement any policies, procedures, or protections intended to slow the spread of viruses, including COVID-19.

Dated this 14<sup>th</sup> day of March, 2020.



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Jeremy P. Stutsman, Mayor



**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: **JAIL DEMOLITION – EXTENSION OF THIRD ST. LANE RESTRICTION**

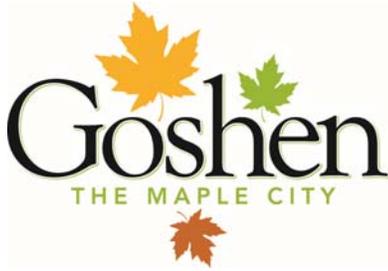
DATE: March 16, 2020

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The Engineering Department was notified by the project manager of the jail demolition that they will need to extend the closure the western most lane of Third Street between Clinton & Lincoln for another two weeks, which takes them through Friday, March 27, 2020.

We will notify the Board if/when we are notified of any changes to that schedule.

**Requested Motion: This serves as informational only.**



**Legal Department  
CITY OF GOSHEN**

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

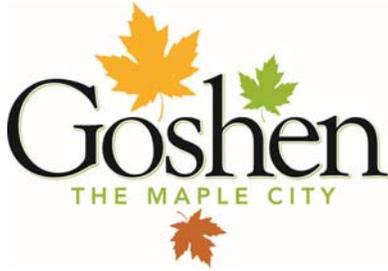
Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
[www.goshenindiana.org](http://www.goshenindiana.org)

March 16, 2020

**To:** Board of Public Works and Safety  
**From:** Keitha Windsor  
**Subject:** Open Quotes for Lawn Mowing

Quotes are due to be opened today for the lawn mowing service for properties in Goshen.

Read page 16 TOTAL and page 17 TOTALS



**Legal Department  
CITY OF GOSHEN**

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185  
www.goshenindiana.org

March 16, 2020

**To:** Board of Public Works and Safety  
**From:** Keitha Windsor  
**Subject:** Agreement with Waste-Away Group, Ltd. d/b/a Integra

The City wishes to contract with Waste-Away Group, Ltd. d/b/a Integra Document Destruction for the secure destruction of documents from the City Court Clerk's office that will be shredded in compliance with Indiana law.

The cost is at a rate of \$33.00 per 96 Gallon Shred Cart and will continue for a 2 year term.

Suggested motion: Move to enter into an agreement with Waste-Away Group, Ltd. d/b/a Integra Document Destruction to provide secure document destruction at a rate of \$33.00 per 96 Gallon Shred Cart for a 2 year term.

# **AGREEMENT**

## **Confidential Document Destruction**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020, between Waste-Away Group, LTD d/b/a Integra Certified Document Destruction, hereinafter referred to as "Integra", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City Court office has certain confidential documents that need to be destroyed.

WHEREAS, the City desires to contract with Integra, and Integra agrees to provide a confidential document destruction service to shred certain City Court office documents.

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

### **CITY'S RESPONSIBILITIES**

City will provide Integra with a one (1) week notification prior to the need for Integra's service. City will fill Integra provided ninety-six (96) gallon shred cart and provide Integra access to the shred cart at time of document destruction service.

### **SCOPE OF SERVICES**

Integra shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the confidential on-site document destruction of certain City Court office documents located at 111 East Jefferson Street, Goshen.

Integra's scope of services shall include the secure destruction of the City's records in manner that such records cannot be read, interpreted, or reconstructed after their destruction. Integra shall undertake security measures specifically designed to mitigate risks of disclosure of information transferred to Integra's custody.

Integra shall provide a ninety-six (96) gallon shred cart for the City's use and shall shred the City's documents found in the shred cart. Integra shall provide the City with the secure destruction of the City's records service within one (1) week from notification from the City.

Integra shall furnish the City a Certificate of Destruction upon the destruction of the City's documents after each secure destruction service.

Integra shall perform all services in this agreement Monday to Friday during normal business hours.

Integra 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 services for the City.

### **TERM OF THE AGREEMENT**

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

All services included in this Agreement shall begin as soon as practical after receiving a notice to proceed from the City and shall be continued for a two (2) year term. Upon written approval of the contracting parties, the contract may be renewed for an additional two (2) year term under the same terms and conditions.

## **COMPENSATION**

The City agrees to compensate Integra for the services in this agreement in accordance with Integra's quoted rate of Thirty-three Dollars (\$33.00) per 96 Gallon Shred Cart for document destruction based on each service trip the City requests.

Payment(s) to Integra for services rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Integra for services completed provided satisfactory performance of Integra has been attained. Integra 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 Integra. Payment is deemed to be made on the date of mailing the check.

## **INDEPENDENT CONTRACTOR**

Integra 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 Integra.

## **NON-DISCRIMINATION**

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

Integra 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 Integra or any of their officers, agents, officials, and employees, during the performance of services 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 services, Integra 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. Integra shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

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

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

Integra may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Integra of any obligation or duty owed under the provisions of this Agreement.
- (2) Integra is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Integra becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Integra 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 Integra or any of Integra's property.
- (6) Integra is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Integra unable to perform the work under the Agreement.

- (7) The Agreement or any right, monies or claims are assigned by Integra 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. Integra 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 Integra. In such event, the City may issue a written notice of default and provide a period of time in which Integra 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 Integra 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 services, completion of services 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., Suite 2  
Goshen IN 46528

Address for notices to Integra:

Integra Document Destruction  
Attention: Tom Hinz  
707 N Wildwood Ave  
PO Box 1278  
Elkhart IN 46515-1278

## **APPLICABLE LAWS**

Integra 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**

Integra 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.

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

Integra shall require their subcontractors, who perform work under this contract, to certify to Integra 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. Integra agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The City may terminate the contract if Integra fails to cure a breach of this provision no later than thirty (30) days after being notified by the City of a breach.

Integra 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 Integra is wholly or partially owned by a relative of an elected official of the City of Goshen Integra certifies that Integra 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 Integra.

## **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 Integra.

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

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

**Waste-Away Group, Ltd. d/b/a  
Integra Document Destruction**

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

\_\_\_\_\_  
Tom Hinz, Account Manager

\_\_\_\_\_  
Mitchell Day, Member

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

\_\_\_\_\_  
Michael Landis, Member

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



Jason Kauffman, CESSWI, Stormwater Coordinator  
STORMWATER DEPARTMENT, CITY OF GOSHEN

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

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

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

## MEMORANDUM

TO: Adam Scharf, Goshen Clerk Treasurer, and City Council Members

FROM: Jason Kauffman, Stormwater Coordinator

RE: **INTERLOCAL AGREEMENT FOR STORMWATER EDUCATION PROGRAMS  
WITH THE CITY OF ELKHART AQUATIC BIOLOGY DEPARTMENT  
(FILE: DEPARTMENT OF STORMWATER\_PUBLIC EDUCATION)**

DATE: March 17, 2020

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Over the past number of years the City of Elkhart Aquatic Biology Department has offered a number of educational programs on the health of the Elkhart River to local school systems and the public by showcasing the variety of fish species living in the river. As an example, the City of Elkhart participates every year in the June Frist Friday event along with other agencies and departments showcasing our local natural resources. In order for these programs to continue the City of Goshen Stormwater Department is requesting the approval of an interlocal agreement between the City of Goshen Stormwater Department and the City of Elkhart Aquatic Biology Department to continue offering education programs over the next three years for an annual cost of \$7,500. As part of this Agreement the City of Elkhart Aquatic Biology Department agrees to offer a minimum of 10 educational programs within the City of Goshen each year.

The Stormwater Department requests your **approval of this interlocal agreement.**

**RESOLUTION 2020-11**

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

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

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

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

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

PASSED and ADOPTED by the Goshen Board of Public Works and Safety and Stormwater Board on March \_\_\_\_\_, 2020.

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Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member

INTERLOCAL AGREEMENT  
FOR STORMWATER EDUCATION PROGRAMS

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

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

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

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

PURPOSE/PROGRAM

1. The City of Elkhart Aquatic Biology Department already conducts five educational programs with Goshen Community Schools, Bethany Christian Schools, Goshen College, and the public. Through this Interlocal Agreement, the following educational programs will continue to be administered by Elkhart:

a. Goshen High School Environmental Science Class: Approximately 30 students will complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will visit the class to analyze data and discuss the variables that influence the health of the Elkhart River.

b. Goshen College: Approximately 70 students complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will conduct a discussion with the students regarding variables that influence the health of the Elkhart River.

c. Goshen First Friday: the Elkhart Aquatic Biology Department will bring Elkhart River fish species to the June First Friday event. Hundreds of residents are reached during the event. The goal is the make people aware of the biological diversity of the Elkhart River and view it as a resource worth protecting.

d. Goshen Middle School: Approximately 250 Eighth Grade Students in groups, will be introduced to species of fish from the Elkhart River over the course of 2 days; students will be introduced to reasons for biological monitoring and what the monitoring tells us about the health of the river; and Elkhart Aquatic Biology Department will discuss variables that influence the health of the river.

e. Bethany High School: Approximately 60 students will complete a survey of the Elkhart River in Goshen; assist students with the collection and identification of fish species; and the biologist will conduct a discussion with the students regarding variables that influence the health of the Elkhart River.

2. Elkhart Aquatic Biology Department will seek additional programing within the elementary schools in Goshen and local service groups that the Aquatic Biology Department has previously performed presentations and outreach events. At a minimum, five additional educational programs shall be provided within the Goshen Elementary Schools and local service groups each year. Goshen will allow the Elkhart Aquatic Biologist to select these groups and presentation times in order to fulfill annual requests for presentations and to allow for variability over the three year course of this Agreement. These programs will touch on the following: the biological health of the Elkhart River and other local waterways, how the Elkhart Aquatic Biology Department monitors the biological community in Goshen's waterways, how stormwater pollution can have a negative impact upon our local water resources, the importance of protecting our local water resources, and how participants can be actively involved in protecting our local water resources.

3. Elkhart's Aquatic Biology Department will coordinate with Goshen's Stormwater Coordinator and Environmental Resilience Department on these ten (10) educational and public outreach events. Elkhart's Aquatic Biology Department shall provide advanced notification to the Goshen Stormwater Coordinator for when each of the public education events will be taking place, in order for the City to provide sufficient public advertisement for public events and to allow for City employees to attend as needed. Elkhart's Aquatic Biology Department will handle all of the scheduling logistics and provide all of the necessary materials for each program, however the Goshen may also provide educational materials when and where applicable. The Goshen Stormwater Coordinator will attend programs on an as needed basis to either help with the collection of fish specimens and to provide information on stormwater pollution and its effects on our local waterways.

4. In the instance where one of the programs is terminated for unforeseen reasons, the Elkhart Aquatic Biology Department will seek another permanent program with a similar reach and audience. A new program shall be mutually agreed upon by Elkhart's Aquatic Biology Program and Goshen's Stormwater Coordinator.

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

#### DURATION

The duration of this Interlocal Agreement will be for a period of three (3) years effective on the date of execution of the Interlocal Agreement.

## FUNDING

Goshen agrees to pay Elkhart the amount of Twenty-two Thousand Five Hundred Dollars (\$22,500.00) to be used for the educational programs. The funding shall be payable to Elkhart in three (3) equal, annual installments of Seven Thousand Five Hundred Dollars (\$7,500.00) with the first payment made within thirty days from receipt of invoice provided satisfactory performance of Elkhart Aquatic Biology Department has been attained.

## ADMINISTRATION

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

## PERMITS

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

## TERMINATION

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

1. The Interlocal Agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Elkhart shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
2. Goshen may terminate this Interlocal Agreement, in whole or in part, in the event of default by Elkhart. In such event, Goshen may issue a written notice of default and provide a period of time in which Elkhart shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Goshen.
3. Elkhart may terminate this Interlocal Agreement, in whole or in part, in the event of default by Goshen. In such event, Elkhart may issue a written notice of default and provide a period of time in which Goshen shall have the opportunity to cure. If the default is not cured within the time period allowed, the Interlocal Agreement may be terminated by the Elkhart.

4. The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Interlocal Agreement.

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

#### INDEMNIFICATION

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

#### REAL ESTATE AND PERSONAL PROPERTY

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

#### SUPPLEMENTAL DOCUMENTS

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

#### NON-DISCRIMINATION

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

#### REQUIRED EMPLOYMENT POLICIES

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

2. Neither party nor its subcontractors shall knowingly employ or contract with an unauthorized alien [as defined by 8 U.S.C. § 1324a(h)(3)] or retain an employee or contract with a person that either party or its subcontractors subsequently learn is an unauthorized alien. If either party violates this section 2, the other party shall require the violating party to remedy the

violation not later than thirty (30) days after the other party notifies the violating party. If the violating party fails to remedy the violation within the thirty (30) day period, the other party shall terminate the agreement for breach of contract. If either party terminates the Interlocal Agreement for violation of these required employment policies, the violating party shall be liable to the other party for actual damages in addition to any other contractual remedies. There is a rebuttable presumption that each party did not knowingly employ an unauthorized alien if that party verified the work eligibility status of the employee through the Program.

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

### NOTICES

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

Elkhart: City of Elkhart Board of Public Works  
229 S. 2nd Street  
Elkhart, IN 46516

Goshen: Goshen Legal Department  
ATT: Keitha Windsor  
204 E. Jefferson Street, Suite 2  
Goshen, Indiana 46528

With a copy to:

Goshen Legal Department  
ATT: Bodie Stegelmann, City Attorney  
204 E. Jefferson Street, Suite 2  
Goshen, Indiana 46528

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

### AMENDMENT

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

### SEVERABILITY

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

GOVERNING LAW

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

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

**City of Goshen, Indiana**  
**Goshen Common Council**  
**Goshen Board of Public Works and**  
**Safety and Stormwater Board**

**City of Elkhart, Indiana**  
**Board of Public Works**

\_\_\_\_\_  
Jeremy P. Stutsman  
Mayor and Presiding Officer

\_\_\_\_\_  
Michael Machlan, President

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

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

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 20\_\_\_\_, personally appeared Jeremy P. Stutsman, the Mayor and Presiding Officer on behalf of the **Goshen Board of Public Works and Safety and Stormwater Board and Goshen Common Council of the City of Goshen, Indiana**, and acknowledged the execution of the foregoing instrument

(SEAL)

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 20\_\_\_\_, personally appeared Michael Machlan, the President of the Board of Public Works on behalf of the **City of Elkhart, Indiana**, and acknowledged the execution of the foregoing instrument

(SEAL)

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

This instrument was prepared by Bodie Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 533-9536.

APPROVAL OF INTERLOCAL AGREEMENT

The Goshen Common Council of **City of Goshen, Indiana** approves the foregoing Interlocal Agreement on \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Jeremy P. Stutsman, Presiding Officer

Attest:

\_\_\_\_\_  
Adam Scharf, Clerk Treasurer

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF ELKHART    )

Before me, the undersigned Notary Public, on \_\_\_\_\_, 20\_\_\_\_\_, personally appeared Jeremy P. Stutsman, Presiding Officer and Adam Scharf, Clerk-Treasurer for the Goshen Common Council on behalf of **City of Goshen, Indiana**, and acknowledged the execution of the foregoing instrument.

(SEAL)

\_\_\_\_\_  
Notary Public  
Printed: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_



**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:** Mike Yoder, Elkhart County Commissioner, President  
Frank Lucchese, Elkhart County Commissioner, Vice-President  
Suzanne Weirick, Elkhart County Commissioner, Member

**FROM:** Bryce Gast, City of Goshen, Administrative City Engineer

**RE:** **MEMORANDUM OF UNDERSTANDING  
GOSHEN UTILITIES CROSSING ELKHART COUNTY PROPERTY AND  
PROPERTY TRANSFER**

**DATE:** March 9, 2020

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The City of Goshen, Indiana is currently undertaking a project to upgrade the City's sanitary sewer collection system, specifically the interceptor referred to as the Rock Run Sewer. The formal name of the project is the "City of Goshen Rock Run Sewer Improvements Project." The improvements will route a new sewer alignment through certain parcels that, as of the date of this memo, are owned by Elkhart County.

Between the dates of December 9, 2019 and December 19, 2019, T. Jeffery Taylor, Elkhart County Administrator, and Bryce Gast, City of Goshen Administrative City Engineer, engaged in several rounds of email correspondence that resulted in the unofficial commitment of Elkhart County to transfer a number of parcels, shown in Attachment A and highlighted in blue, including those not being intersected by the project, to the City's ownership. Attachment B shows the proposed route of the new sewer. On both Attachments, the parcels currently owned by Elkhart County that are necessary for the City of Goshen Rock Run Sewer Improvements Project are highlighted in yellow. Parcel numbers for both the project-impacted and non-project-impacted properties are included in Attachment C.

There is currently scheduled a pre-closing meeting for March 17, 2020, at which time the City of Goshen needs to show its project funding source that it has obtained real property necessary for the City of Goshen Rock Run Sewer Improvements Project. While the legal departments for Elkhart County and the City of Goshen finalize details of the property transfer, the City of Goshen proposes this memorandum of understanding to indicate the willingness of both the City and County to allow the project to proceed with the understanding and expectation that Elkhart County will transfer to the City of Goshen the parcels highlighted in blue on Attachment A, and that the City of Goshen will take legal ownership of the parcels in question prior to, or during, construction of City of Goshen Rock Run Sewer Improvements Project.

Please let me know if my description of the understanding between the Elkhart County and the City of Goshen differs from what I describe in this memorandum. Should you find this mutually beneficial transfer of real property acceptable, we ask that you sign below indicating your approval for the project and commitment to transfer to the City of Goshen the real property described in this memorandum. The legal departments of Elkhart County and the City of Goshen can then proceed without delay with the preparation of necessary documents, with the understanding that the legal transfer of property is forthcoming. Should you have any further questions about this project, please feel free to contact me at (574) 537-3830 or [brycegast@goshencity.com](mailto:brycegast@goshencity.com). Thank you.

  
\_\_\_\_\_  
Mike Yoder, President

MARCH 9, 2020  
Date

  
\_\_\_\_\_  
Frank Lucchese, Vice President

MARCH 9, 2020  
Date

  
\_\_\_\_\_  
Suzanne Weirick, Member

MARCH 9, 2020  
Date

**RESOLUTION 2020-12**

**TRANSFER OF REAL ESTATE FROM ELKHART COUNTY**

WHEREAS the City of Goshen, Indiana (“the City”) will be upgrading a portion of its sanitary sewer collection system (“Project”), and it is necessary to acquire certain real estate from The Board of Commissioners of the County of Elkhart, Indiana (“the County”) generally north of the State Road 15 railroad overpass.

WHEREAS the County is willing to transfer to the City its interest in certain real estate that is needed for the Project, and it also wishes to transfer the County’s interest in several other parcels of real estate in the area of the State Road 15 overpass and along a former railroad spur located north of Wilkinson Street, west of New Street and east of First Street.

WHEREAS the City has expressed an interest in accepting the transfer of the County’s interest in certain parcels of real estate in the area of the State Road 15 overpass and along a former railroad spur located north of Wilkinson Street, west of New Street and east of First Street in addition to the real estate that is needed for the Project.

WHEREAS on March 9, 2020, the Board of Commissioners of Elkhart County signed a memorandum of understanding prepared by the Goshen Administrative City Engineer which describes the City’s Project and sets forth a list of real estate parcel numbers representing certain parcels for which the County proposes to transfer all of its interest to the City. The Commissioners committed to transfer the County’s interest in the listed parcels of real estate to the City. A copy of the memorandum is attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED that:

- (1) The Goshen Board of Public Works and Safety accepts, confirms, and concurs with the memorandum of understanding dated March 9, 2020, attached to this Resolution, and agrees to accept transfer of the real property interests held by the County as listed in the memorandum.
- (2) The City’s Legal Department is directed to review the parcels listed in the memorandum of understanding with the County’s legal counsel to confirm that the listed parcels accurately describes the real property intended to be transferred by the County and intended to be accepted by the City.
- (3) The City’s Legal Department is authorized and directed to prepare the documents necessary to effectuate the transfer to the City of the County’s interest in the real estate that is needed for the Project, and also the transfer of the County’s interest in certain parcels of real estate in the area of the State Road 15 overpass and along a former railroad spur located north of Wilkinson Street, west of New Street and east of First Street that the County wishes to transfer to the City.
- (4) This resolution and the execution and delivery of a deed or deeds by the Board of Commissioners of the County of Elkhart, are intended to comply with Indiana Code 36-1-11-8.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on March 16, 2020.

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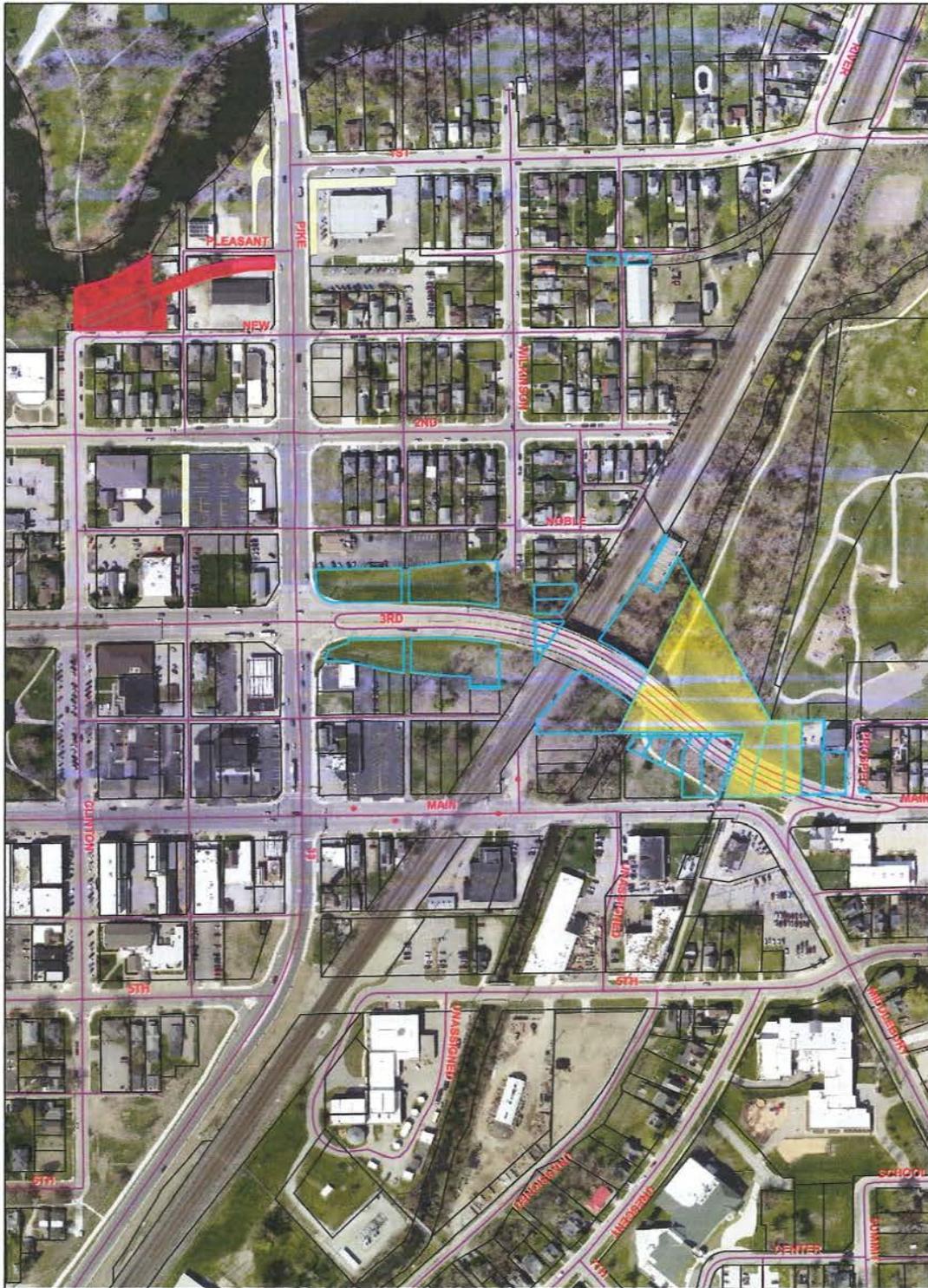
Jeremy P. Stutsman, Mayor

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Michael A. Landis, Member

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Mary Nichols, Member



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.

X- No.	<b>Elkhart County Board of Commissioners Properties</b>	<b>The City of Goshen</b>	
	Rock Run Sewer Project Project No. 2019-0025.C	Department of Public Works & Safety Office of Engineering 204 East Jefferson Street, Goshen, Indiana 46528 Phone: 574-534-2201 Fax: 574-533-8626	



**Attachment C**  
**City of Goshen-Elkhart County Proposed Property Transfer Parcels**

**Non-Project-Impacted Parcels**

- 20-11-09-179-011-015
- 20-11-09-209-004-015
- 20-11-09-209-005-015
- 20-11-09-210-008-015
- 20-11-09-212-010-015
- 20-11-09-212-012-015
- 20-11-09-212-017-015
- 20-11-09-212-019-015
- 20-11-09-253-005-015
- 20-11-09-253-006-015
- 20-11-09-254-001-015
- 20-11-09-254-002-015
- 20-11-09-258-027-015
- 20-11-09-258-029-015
- 20-11-09-259-001-015
- 20-11-09-259-010-015
- 20-11-09-259-021.015

**Project-Impacted Parcels**

- 20-11-09-209-006-015
- 20-11-09-209-007-015
- 20-11-09-212-015-015