



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

Regular Meeting Agenda

**2:00 p.m. Aug. 10, 2020**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Aug. 3

Changes to Agenda

### **RESIGNATIONS / PROMOTIONS/ HIRES**

(1) GFD Inspector Matt Stamm Resignation

(Sink)

(2) Promotion of Sergeant John W. Evans to Inspector

(Sink)

### **OLD BUSINESS**

(1) Variance Request: Parking & Driveway Surfaces – 2307 Bashor Rd.  
(Norm Weaver)



## NEW BUSINESS

- (1) Request by The Post to Close N. 6<sup>th</sup> St. Sept. 3  
(Eman Monge)
- (2) Request for Trash Container Placement, 100-block E. Lincoln Aug. 11-18  
(Scharf)
- (3) Letter of Support for Elkhart River Restoration Association for the Updating of the Elkhart River Watershed Management Plan  
(Kauffman)
- (8) Railroad Agreement: N. Main St. Improvements, JN: 2016-0020  
(Sailor)
- (9) Agreements: Douglas Cleaners, Inc. d/b/a ImageFirst for GFD Gown Service  
(Scharf/Sink)
- (10) Agreement: St. Joseph River Basin Commission for Financial Assistance
- (11) Agreement: Chamber of Commerce for Financial Assistance

## PRIVILEGE OF FLOOR

## APPROVAL OF CLAIMS

*Adjournment*



## **MINUTES of 2:00 p.m. August 3, 2020 Regular Meeting**

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

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

Present: Board Chair Jeremy Stutsman, Member Mike Landis, Member Mary Nichols

No minutes were presented

**Landis/Nichols moved to approved agenda as presented. Passed 3-0.**

*Clerk's note: An updated agenda was provided and approved for the meeting, including two items (attached) not included in the first draft of the agenda:*

*Conditional Offer of Employment with Adam W. Peisker*

*Resolution 2020-26: Approve Goshen Police Department Policy 09 (2020A)*

(1) Monroe St. Bridge Closure:

Director of Public Works Dustin Sailor presented request on behalf of Elkhart County Highway.

**Nichols/Landis moved to permit Elkhart County Highway to close the bridge over Rock Run Creek on Monroe St. on Aug. 10 for maintenance. Passed 3-0.**

(2) Parking Lot D (South of City Hall) Use Request for Electric Vehicle Ride & Drive Event, Fri. Oct. 2:

Director Department of Environmental Resilience Aaron Sawatsky-Kingsley requested permission for use of lot as described in packet memo.

**Nichols/Landis moved to approve the closing of Parking Lot D south of City Hall on Oct. 2, 6-8 p.m. Passed 3-0.**



Mayor suggested Street Dept. put out signs a couple days ahead of time.

(3) Parking Lot (Washington St./Water St.) Use Request for Outdoor Concert, Sun.

Sept 6:

Jesse Sensenig of Goshen Brewing Company presented request for use of 2/3 of lot, describing social distancing plan and procedures. Mayor stated that event plan must be approved by Elkhart County Health Dept. and a copy of approved plan must be provided to City. Landis asked how expectations would be communicated to concertgoers. Sensenig explained that tickets would come with explanations, in addition to communication at the event. Mayor mentioned new health order makes fines for event organizers possible if COVID-19 procedures are not followed. Sensenig acknowledged.

**Nichols/Landis moved to approve use of Washington St. / Water St. parking lot for an outdoor concert on Oct. 6 provided that Elkhart County Health Dept. plan is approved and provided. Passed 3-0.**

(4) Variance Request: Parking & Driveway Surfaces – 2307 Bashor Rd.

Norm Weaver explained that he installed crushed concrete without authorization in an approximately 60' x 12' area adjacent to his driveway as depicted in the drawing in the packet. He further explained that he has six vehicles that routinely move around, driving on and damaging the grass.

Director of Public Works Dustin Sailor said that right-of-way permit is needed, and maximum width of residential driveway approach is 24'. Hard surface would be needed in right-of-way and any gravel or widening beyond 24' would need to occur on the property, not in right-of-way. Mayor asked if Sailor was okay with what was going on at the property. Sailor replied that current situation exceeds 24'.

Assistant City Planner Rossa Deegan explained that this would also require Board of Zoning Appeals approval. Deegan reported that planning staff suggested that if Mr.



Weaver proceed to BZA he submit a plan moving the parking area farther away from the right-of-way and on the west side of the house.

Landis noted that two issues are the material itself and also the width/placement. He explained that generally the Board has looked for a neighborhood to have more than half of the driveways in gravel in considering variances. He noted with respect to the width, a recent situation wherein a property owner had to remove the gravel that had already been installed. Landis also noted that campers, etc. must be stored behind the front line of the house, noting a prior request that had not been accommodated.

Mayor asked for clarification regarding which portions of the request would be handled by Board of Works and which by BZA. Deegan stated his understanding that Board of Works was looking at material, and possibly the position of the material. Sailor stated Engineering Department position that they only deal with right-of-way and they would not issue a permit for gravel in the right-of-way.

Norm Weaver explained that he had already installed three inches of crushed concrete to the sidewalk on the weekend of July 4<sup>th</sup>.

Mayor stated he is personally not offended by the gravel.

Landis stated he struggles with inconsistent application of the design standards. If this use of gravel is approved then there is really no place where gravel would not be okay.

Norm Weaver said there are some gravel driveways on Bashor and Greene Rds.

Mayor said that potentially more pervious surface for rainwater could be a benefit, and perhaps ordinance should be revisited. Landis said that would make it easier from his standpoint. Imagined if he were the neighbor this could start looking like a used car lot. If they say no to gravel it could provide impetus for a new plan to be submitted that is more consistent with the objectives of the ordinance and design standard. Landis said he is not inclined to approve, as it is not consistent with the ordinance or the neighborhood.

Mayor asked if the gravel generally bothers Landis, or if moving it back might make a difference. Landis pointed out that a business along US 33 was denied use of gravel behind the business where it would not have been visible. Asked whether businesses are



treated differently than individuals. Requested more discussion before a vote to allow gravel.

Mayor suggested a site visit and a postponed vote.

**Stutsman/Nichols moved to postpone until Aug. 10. Passed 3-0.**

(5) Agreement: Lacy Construction Group Inc. d/b/a The New Deal to Seal Deck at City Hall.

Legal Compliance Administrator Shannon Marks presented an agreement to complete sealing work at a cost of \$12,000, with work to be completed within 60 days of a notice to proceed. Mayor reminded the Board that prior bids were to replace the concrete deck. Sailor noted that water is entering a records storage area under the deck and \$80,000 was budgeted this year for the project, but with COVID-19 financial impacts a less expensive alternative is being presented.

**Nichols/Landis moved to enter into an agreement with Lacy Construction Group Inc. d/b/a The New Deal to Seal Deck at City Hall at a cost of \$12,000 with work to be completed within 60 calendar days of a notice to proceed.**

**Passed 3-0.**

(6) Contract: Progressive Architecture Engineering (Grand Rapids, MI) for Lincoln Corridor Traffic Study

Sailor presented traffic study for Lincoln Ave. from Indiana Ave. to 8<sup>th</sup> St. to add cycletrack while assuring sufficient vehicular level of service with lane reduction.

Mayor said this another big piece of making our community more bicycle friendly.

Landis noted that MACOG had performed some traffic studies in the past. Sailor Said MACOG rarely gathers traffic data on behalf of City, but data by Linway Plaza was recently updated and consultant will make use of new data.



**Nichols/ moved to approve and award Progressive AE with the amount of \$19,989.00 for the Lincoln Corridor Traffic Study for the Engineering Department. Passed 3-0.**

(7) Participation Agreement: Central States, Southeast and Southwest Areas Health and Welfare Fund for Employee Health Insurance

Marks presented request consistent with packet memo. Mayor asked whether \$1000/yr is typical increase. Marks explained that it has been “not to exceed” in the recent past, but in this agreement the rates are set. Landis asked whether this was the cost for an individual employee. Mayor confirmed that stated that City pays most of this cost. Marks explained that the rate includes the 80% City share and the 20% employee share. **Nichols/Landis moved to approve and authorize the Mayor to execute the participation agreement with Central States, Southeast and Southwest Areas Health and Welfare Fund. Passed 3-0.**

(8) Agreement: Goshen Theater for Financial Assistance

Mayor stated that City has been contributing \$50,000 annually for theater operations. Request was increased to \$75,000 for 2020, and budget accommodation was made. Mayor explained that their need increased because of renovation and COVID making them not able to be open.

**Nichols/Landis moved to approve the increase from \$50,000 to \$75,000 for the Goshen Theater. Passed 3-0.**

(9) Agreement: Economic Development Corp. of Elkhart County for Financial Assistance

Mayor stated that we cannot afford to have this kind of service in-house. Goshen is third-highest governmental contributor behind Elkhart County and Elkhart City. Contribution is based on population.



**Nichols/Landis moved to approve the agreement with Economic Development Corp. of Elkhart County in the amount of \$65,000. Passed 3-o.**

- (10) Conditional Offer of Employment: Adam W. Peisker

Marks presented request consistent with packet memo.

**Nichols/Landis moved to extend a conditional offer of employment to Adam W. Peisker as a probationary firefighter and approve and execute the Conditional Offer of Employment Agreement with Adam W. Peisker.**

**Passed 3-o.**

- (11) Resolution 2020-26: Approve Goshen Police Department Policy 09 (2020A)

Chief of Police Jose Miller explained that this policy change clarifies that if an officer sees an inappropriate response to resistance they are to take action and notify their supervisor. Miller explained that this is already covered indirectly by other policies, but this is a more direct approach. Miller and Mayor further explained that as a matter of clarifying existing policy already in place for some years, chokeholds and strangleholds are reserved for deadly force situations.

Discussion clarifying that this item is only the two changes to the policies already reviewed and approved both in 2019 as part of comprehensive policy review as well as reviewed and updated again in May 2020.

**Nichols/Landis moved to adopt Resolution 2020-26, Goshen Police Department Policy 09 (2020A). Passed 3-o.**

- (12) Goshen Fire Chief Dan Sink updated the Board regarding gas main issue.



PRIVILEGE OF FLOOR: No one spoke

**Mayor/Landis moved to approve civil city and utility claims and adjourn.  
Passed 3-0.**

*Adjournment at 2:38 p.m.*

APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

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ATTEST

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Adam Scharf, Clerk-Treasurer



**Danny C. Sink, Chief  
FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201  
Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
[dannysink@goshencity.com](mailto:dannysink@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

August 4, 2020

To: The Board of Works and Public Safety

RE: Inspector Matt Stamm Resignation

From: Fire Chief Danny Sink

Inspector Matt Stamm has resigned his position in the Fire Prevention Bureau and will be returning to B-Shift.

Please affirm Matt's resignation and return to B-Shift.



**Danny C. Sink, Chief  
FIRE DEPARTMENT, CITY OF GOSHEN**  
209 North Third Street • Goshen, IN 46526-3201  
Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185  
[dannysink@goshencity.com](mailto:dannysink@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

August 4, 2020

To: The Board of Works and Public Safety

RE: New Inspector John W. Evans

From: Fire Chief Danny Sink

I am pleased to announce Sergeant John W. Evans has accepted the Inspectors position in the Fire Prevention Bureau for GFD. His promotion will be effective August 21, 2020.

Please affirm John's promotion to Inspector for GFD.



**City Clerk-Treasurer  
CITY OF GOSHEN**  
202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714

Phone (574) 533-8625 • Fax (574) 533-9740  
[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

2 August 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request for Variance from Design Standards & Specifications for Parking & Driveway Surfaces – 2307 Bashor Rd

Norm Weaver of 2307 Bashor Road submits a variance request for an already-installed crushed concrete parking area approximately 12' x 60' adjacent to the west side of his residential driveway (see attached diagram submitted by Mr. Weaver).

Mr. Weaver reports installing the material the weekend of July 4.

Engineering Dept. inspectors noticed the installation and informed Mr. Weaver of the issue. Planning Dept. was subsequently involved in the discussion with Mr. Weaver, as setback requirements are at issue in addition to the material used. (See correspondence from Planning Dept. included in packet.)

Staff advised Mr. Weaver to seek Board of Works variance prior to zoning variance, though variances from both BOW and BZA would ultimately be required for the current installation.

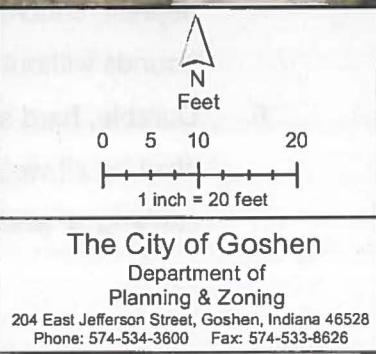
Mr. Weaver informed Clerk that he intends to be present for the Aug. 3 hearing.



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2307 Bashor Road

2019 Aerial





Rossa Deegan, Planning Department

**City of Goshen**

204 E Jefferson St, Suite 4 • Goshen, Indiana 46528

Phone: 574-534-3505 • Fax: 574-533-8626

planning@goshencity.com • [www.goshenindiana.org/planning-zoning](http://www.goshenindiana.org/planning-zoning)

July 10, 2020

Norman Weaver  
2307 Bashor Road  
Goshen, IN 46526

**RE: 2307 Bashor Road, Driveway Expansion**

Dear Mr. Weaver,

Thank you for contacting the Planning office with your inquiry about adding an additional parking space to the west side of your driveway at 2307 Bashor Road, zoned Residential R-1.

The Planning office reviews all driveway expansions with a zoning clearance (enclosed) and dimensioned site layout. I have included an aerial of your property you may use to show your proposed expansion, and this should include setbacks.

There is a minimum 5' side yard setback, and it appears you will likely meet that with an additional parking space. However, there is a minimum 50' platted front yard setback from the front property line, and it does not appear that you can meet that setback (see the second attached aerial showing approximate 50' front setback). In order to be allowed relief from the front setback requirement, you will need approval of a developmental variance from the Board of Zoning Appeals (BZA). I have enclosed the BZA informational packet; this includes hearing dates and filing deadlines, fees, a list of required documents for your application, and a cover page.

You also mentioned that you are proposing to pave the space with gravel; however, it needs to be paved in hard surface such as concrete or asphalt. I have enclosed the design standards for driveways as established by the Board of Public Works. You may apply to the Board of Works for relief from these standards, although there does not appear to be any justification for granting relief from the hard surface requirement. Contact the City Switchboard at 574-533-8621 for more information on applying to Board of Works.

Sincerely,

A handwritten signature in black ink that reads "Rossa Deegan".

Rossa Deegan  
Assistant Zoning Administrator

Enclosures:      Zoning clearance; 2019 Aerial; 2019 Aerial with 50' platted setback; BZA information packet; Design Standards and Specifications for Parking and Driveway Surfaces

CC:                  Andrew Lund, Goshen Engineering

July 24, 2020

Mr. Weaver,

I received a copy of the zoning clearance only. I still need a sketch of what you are doing, so I have included the letter again. Please read it carefully.

If it is easier to speak in person, you may visit our office building. We are open weekdays 9am-4:30pm.

Sincerely,

Ronna Depp

## **DESIGN STANDARDS AND SPECIFICATIONS FOR PARKING AND DRIVEWAY SURFACES**

WHEREAS the City of Goshen intends to require all new or expanded parking areas, driving aisles and driveways in residential, commercial and industrial areas to be constructed of durable, hard surfaces; and

WHEREAS the standards established below shall be part of the Board of Public Works and Safety Design Standards and Specifications which are included as an appendix to the Goshen City Code.

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

1. All new or expanded parking areas, driving aisles and driveways serving residential, commercial and industrial real estate within the developmental jurisdictional limits of the City of Goshen shall be constructed with a durable, hard surface.
2. If a commercial or industrial parking area is expanded by fifty percent (50%) or more, whether such increase occurs at one time or in successive stages, all existing parking areas, driving aisles and driveways must be improved to a durable, hard surface in addition to the new construction. Any residential driveway or parking improvements which increase the overall area of a driveway and/or parking outside the City's right-of-way must be improved to a durable, hard surface.
3. If a commercial or industrial primary building is expanded by more than thirty-three percent (33%), whether such increase occurs at one time or in successive stages, all proposed and existing parking areas, driving aisles and driveways serving the building must be improved to a durable, hard surface. If any residential building, including a garage, is expanded by more than thirty-three percent (33%), all proposed and existing parking areas, driving aisles and driveways must be improved to a durable, hard surface.
4. Areas used for outside storage or inventory storage in commercial or industrial zoned areas are not considered parking areas for the purpose of these standards and specifications.
5. Durable, hard surface for residential use shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface.
6. Durable, hard surface for commercial or industrial use for employee and customer parking shall be all-weather paving materials such as asphalt, concrete or paving brick capable of carrying a wheel load of four thousand (4,000) pounds without damaging the surface.

Durable, hard surface for commercial and industrial vehicle use shall be constructed with a hard surface adequate to support the weight of the vehicle and maneuvering of vehicles without damaging the surface.

7. All parking areas, driving aisles and driveways shall be properly maintained including immediate repair of any damaged areas.
8. Applications for relief from these standards and specifications may be made in writing to the Board of Public Works and Safety. Any modification of the standards and specifications by the Board of Public Works and Safety shall contain all conditions upon which modification is granted. The Board of Public Works and Safety may grant the relief only if the Board finds that:
  - a. The parking area is overflow parking or infrequently used and exceeds the minimum parking standards of the Goshen Zoning Ordinance;
  - b. The area is residential and the surrounding driveways are not a durable, hard surface. In addition, there is a strong likelihood such surrounding driveways will not be constructed of a durable, hard surface in the future;
  - c. The land is zoned Agricultural A-1 and used principally for agricultural or another use for which requiring parking areas of a durable, hard surface is not reasonable or practical; or
  - d. Requiring parking areas of a durable, hard surface for all or some of the parking area would be unrealistic, excessive and inconsistent with the aesthetic appeal of the development.

PASSED and ADOPTED on June 21, 2010.

Allan Kauffman

Allan Kauffman, Mayor

Rudy Stegeman

Rudy Stegeman, Member

Michael A Landis

Michael Landis, Member



**City Clerk-Treasurer**  
**CITY OF GOSHEN**  
202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714  
Phone (574) 533-8625 • Fax (574) 533-9740  
[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

10 August 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Request by The Post to Close N. 6<sup>th</sup> St. Sept. 3

Eman Monge, representing The Post Youth Center, requests closure of S. 6<sup>th</sup> St. on Thursday Sept. 3 for a worship night and outdoor concert on the lawn and street of the Presbyterian Church.

Mr. Monge plans to be in attendance Aug. 10<sup>th</sup> to present this request.



**City Clerk-Treasurer  
CITY OF GOSHEN**  
202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714  
Phone (574) 533-8625 • Fax (574) 533-9740  
[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

10 August 2020

To: Board of Public Works & Safety  
From: Adam Scharf  
Re: Request for Trash Container Placement

Rethinking Buildings, LLC (yeah, that's me) requests placement of a 40-yard trash container in two parking places west of the alley on the north side of the 100-block of E. Lincoln Ave. for a period of one week, beginning Tuesday August 11<sup>th</sup> for a renovation of an upstairs apartment.



Jason Kauffman, CESSWI, Stormwater Coordinator  
STORMWATER DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite I • 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: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **LETTER OF SUPPORT FOR THE ELKHART RIVER RESTORATION ASSOCIATION FOR THE UPDATING OF THE ELKHART RIVER WATERSHED MANAGEMENT PLAN**

DATE: August 10, 2020

In 2008, the Elkhart River Restoration Association (ERRA) obtained a Section 319 grant from the Indiana Department of Environmental Management (IDEM) to create a watershed management plan for the Elkhart River Watershed and funds to implement some pilot projects to address water quality concerns of sediment, nutrients (nitrogen & phosphorus), and bacteria (*E. coli*). Now the ERRA is looking to submit another Section 319 grant request to update the Elkhart River Watershed Management Plan and to implement additional cost-share programs throughout the Watershed.

The ERRA is requesting letters of support for their Section 319 grant proposal and the Stormwater Department is requesting the Stormwater Board consider the proposed letter of support and if it is found acceptable to sign it.

The City of Goshen already supports the ERRA by having appointed Jason Kauffman to serve on the ERRA Board of Directors. Further support will be provided as stated in the proposed letter of support.

The official request for letters of support from the ERRA is attached for the Board's information.

Requested Motion: Accept the letter of support to the ERRA and approve the Stormwater Board to sign the letter of support.



**Jason Kauffman, CESSWI, Stormwater Coordinator**  
**STORMWATER DEPARTMENT, CITY OF GOSHEN**  
204 East Jefferson Street, Suite I • Goshen, IN 46528-3405  
Phone (574) 534-2201 • Fax (574) 533-8626  
[jasonkauffman@goshencity.com](mailto:jasonkauffman@goshencity.com) • [goshenindiana.org](http://goshenindiana.org)

August 10, 2020

Elkhart River Restoration Association  
% Nancy Brown, President  
72811 County Road 137  
Syracuse, IN 46567

Dear Elkhart River Restoration Association,

The **City of Goshen Stormwater Board** wishes to express their support for and commitment to the proposed Elkhart River Watershed Management Planning and Implementation project being submitted by the Elkhart River Restoration Association (ERRA). Like the ERRA and their partners, working together to provide responsible solutions to resource issues is a key aspect of our organization's mission.

The goal of the Goshen Department of Stormwater Management is clean water for everyone. To achieve this, the Department works closely with numerous private and public entities to provide stormwater education and solutions to various stormwater runoff related issues. The City of Goshen is classified as a municipal separate storm sewer system (MS4) community, as are the City of Elkhart, Elkhart County, and the Town of Bristol, and our communities have worked together as the Greater Elkhart County Stormwater Partnership since May 2005. Together we work towards preserving and improving the natural waters that flow through Elkhart County for the betterment of our communities and those downstream.

We would like to provide the ERRA with the following support and commitment for the Elkhart River Watershed Management Planning and Implementation project.

- ❖ Help in developing and presenting a public education/watershed event.
- ❖ Help in promoting all education and outreach events via the City of Goshen's social media platforms and website.
- ❖ Help in reviewing the revised Elkhart River Watershed management plan to ensure it fits within and meets the current and future development and environmental resiliency priorities of the City of Goshen.
- ❖ Provide technical assistance where and when needed.
- ❖ Provide any relevant geographical information system (GIS) data as needed.
- ❖ Provide meeting space for the steering committee and public meetings.
  - A commitment of staff time to support the ERRA in the development of the revised Watershed management plan.

Experiences during past grant-funded projects have demonstrated that the ERRA and their project partners can coordinate effective programs and projects which educate, improve awareness, and place conservation on the ground to, directly and indirectly, improve the water quality of our region.

Elkhart River Restoration Association

Nancy Brown, President

August 10, 2020

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Additionally, we look forward to working together to address water quantity issues and to achieve our overall missions.

With appreciation and commitment to these projects,

**City of Goshen Stormwater Board**

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**Jeremy Stutsman, Mayor**

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**Mike Landis, Member**

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**Mary Nichols, Member**

**Elkhart River Restoration Association, Inc.**



**72811 County Road 137**

**Syracuse, IN 465667**

**574-518-1054**

A 501-C not-for-profit corporation

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

July 8, 2020

Dear Conservation Partner:

The Elkhart River Restoration Association (ERRA) is requesting your partnership as we prepare to submit a proposal for a Section 319 funded Elkhart River Watershed management planning and implementation project. The project will focus on updating the 2008 Elkhart River Watershed WMP and will build on the success achieved after that plan was completed by implementing cost-share program during the third year of the project.

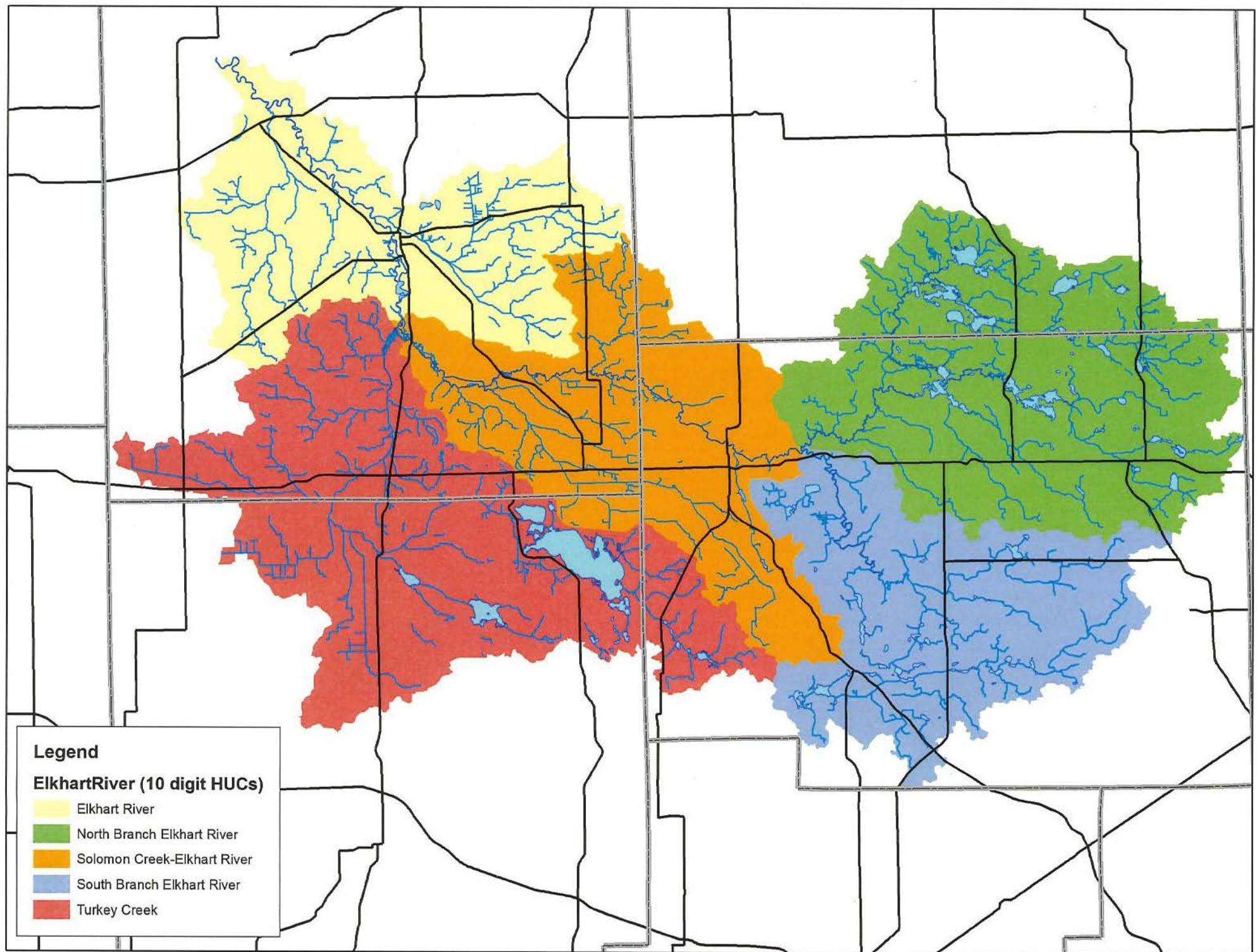
The project will cover the entire Elkhart River watershed. (A map of this area is included in this e-mail.) Successful funding will cover two years. We hope to fund additional phases which will focus on on-the-ground implementation efforts to improve water quality and/or quantity concerns in the Elkhart River and its tributaries. These practices will address watershed critical concerns identified by stakeholders as part of the planning process.

A summary of the draft proposal is as follows:

The ERRA will address water quality/quantity-based stakeholder concerns within the Elkhart River watershed. The project will include creation of a steering committee which will guide the overall efforts of the project. This group will meet bi-monthly during the planning phase and quarterly during implementation. An education and outreach committee will also be formed with this committee meeting no less than twice annually throughout the length of the project. The education committee will target educational events including but not limited to the following:

- Conduct no less than quarterly stakeholder meetings to gain input and guidance on the watershed plan and to develop long-term implement goals and objectives.
- Conduct no less than two public meetings to gather public concerns about the watershed, inform them of the project's progress, and highlight options for implementation through future funding phases.
- Manage a project website and social media posts providing frequently updated information to the public.
- Send quarterly newsletters or press releases to the media, make social media posts, and generally highlight the project goals, progress, and outcomes as they occur.
- Meet directly with decision making and important influencer groups.

In addition to your support as a member of our steering committee or education and outreach committee, we also request your assistance in completing watershed inventories, working with landowners to identify potential implementation project locations, providing reports and data which you may have on file, providing GIS data and shapefiles, and encouraging and supporting stakeholder participation.





**Engineering Department  
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185  
[engineering@goshencity.com](mailto:engineering@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

**RE: N. MAIN ST. IMPROVEMENTS – RAILROAD AGREEMENT  
JN: 2016-0020**

DATE: August 10, 2020

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Work will shortly commence on the North Main Street Improvements Project (JN 2016-0020) and will involve the repair of an existing sewer line under a railroad operated by Norfolk Southern. Repair of this sewer line will require an agreement between the City of Goshen and Norfolk Southern before work can commence.

Attached is a copy of the agreement, which was sent to the attention of Bryce Gast, Administrative City Engineer via DocuSign, with the request for an electronic signature. Please approve by authorizing Mr. Gast to electronically sign the document on behalf of the Board of Public Works & Safety and submit for execution by Norfolk Southern.

**Requested Motion: Authorize the Bryce Gast, Administrative City Engineer, to electronically sign and submit the agreement with Norfolk Southern to allow repair of the existing sewer under Norfolk Southern's railroad tracks.**



July 24, 2020

Bryce Gast, PE  
City of Goshen  
City Hall  
202 S 5th St. Suite 2  
Goshen, Indiana 46528-3714

**RE: Proposed restorative interior lining of an existing 15-inch uncased sanitary sewer pipeline crossing, wholly within the public right of way of North Main Street (AAR/DOT #510031G)**

Lake Division, at Mile Post CD-411.66  
Goshen, Elkhart County, Indiana  
Latitude / Longitude: 41.59017000 / -85.83458000  
NS Activity No. 1286226

Dear Bryce Gast:

RailPros, as consultant for Norfolk Southern Railway Company ("Railway"), has reviewed the above-referenced request. Based on the information and documentation presented, Railway has no objections to the proposed work.

Attached you will find the requested offer of agreement for execution, by an official authorized to execute contract agreements on behalf of the Licensee. Please have the agreement executed via DocuSign. Note, however, that the attached offer of agreement does not constitute a binding contract, unless or until it is executed by both the Licensee and Railway.

In order for Railway to countersign the document, the following items are needed for review:

1. **Payment of the License Fee** in the amount of \$0.00 within the Application System;
2. **A Certificate of Insurance** as required in the agreement, is to submitted within the Application System.
3. **A separate Railroad Protective Liability Insurance policy**, as required in the agreement, with Railway as the named insured, and the Activity ID referenced in the description, submitted within the Application System; OR
4. The submission of the Risk Management Fee adds the specific project/activity to the Norfolk Southern Master Railroad Protective insurance policy, and as such no further railroad protective liability insurance coverage is necessary or requested.

**NOTE: No work shall be permitted on or about the Railway's property until the agreement becomes binding, and the Division Engineer or their authorized representative has reviewed and approved field services** for the project, such as flagging protection, construction monitoring, and post-construction inspection services. Once the above items are received, the fully executed agreement will be sent, along with the name and contact information for field service coordination.

If we have not received the executed agreement and corresponding payments and/or documents within six (6) months from the date of this letter, we reserve the right to cancel this request.

If you have any questions, please contact me directly within the application system for further assistance.

Sincerely,

*Norma J. Reynolds*

Norma J. Reynolds  
Real Estate Project Manager

**NORFOLK SOUTHERN RAILWAY COMPANY**

**ACKNOWLEDGMENT FORM FOR WIRE AND/OR PIPE OCCUPATION  
WITHIN THE LIMITS OF A PUBLIC RIGHT OF WAY.**

APPLICANT: CITY OF GOSHEN  
City Hall  
202 S 5th St. Suite 2  
Goshen, Indiana 46528-3714

SUBJECT: Goshen, Elkhart County, Indiana  
Milepost CD-411.66, Chicago Line, Lake Division  
Latitude: 41.59017000 / Longitude: -85.83458000

**Norfolk Southern Activity No. 1286226**

Proposed restorative interior lining of an existing 15-inch uncased sanitary sewer pipeline crossing, wholly within the public right of way of North Main Street (AAR/DOT #510031G)

In response to Applicant's submittal dated July 01, 2020 regarding the proposed construction of the subject project, Norfolk Southern Railway Company ("Railway") does not object to the installation of the Facilities as shown on the attached Drawing marked Exhibit "A", last revised May 19, 2020, provided Applicant adheres to the following terms and conditions:

- The Facilities shall be installed, maintained, repaired and renewed by and at the sole risk, cost and expense of the Applicant.
- The Facilities must conform with all Federal, State and local laws, rules and regulations and will not be attached to any railroad structure or appurtenance and will not be located on any private property of Railway.
- The design and construction of aerial Facilities shall comply with Railway's NSCE-4 Specification, latest edition, and underground Facilities shall comply with Railway's NSCE-8 Specification, latest edition.
- Insurance
  - (a) Without limiting in any manner the liability and obligations assumed by Applicant under any other provision of this Agreement, and as additional protection to Railway, Applicant shall, at its expense, pay the Risk Financing Fee set forth in subparagraph (i) below and shall procure and maintain with insurance companies satisfactory to Railway, the insurance policies described in subparagraphs (ii) and (iii).
    - (i) Upon execution of this Agreement, Applicant shall pay Railway a risk financing fee of \$1,900 per installation (herein called the "Risk Financing Fee") to provide Railroad Protective Liability Insurance or such supplemental insurance (which may be self-insurance) as Railway, in its sole discretion, deems to be necessary or appropriate.
    - (ii) Prior to commencement of installation or maintenance of the Facilities or entry on Railway's property, Applicant, and its contractor if it employs one, shall procure and maintain for the course of said installation and maintenance, a general liability insurance policy naming Railway as an additional insured, and containing products and completed operations and contractual liability coverage, with a combined single limit of not less than \$1,000,000 for each occurrence.
    - (iii) Prior to commencement of any subsequent maintenance of the Facility during the term of this Agreement, unless Railway elects to make available and Applicant pays the then current risk financing fee for each affected installation, Applicant, or its contractor if it employs one, shall furnish Railway with an original Railroad Protective Liability Insurance Policy naming Railway as the named insured and having a limit of not less than a combined single limit of \$2,000,000 each occurrence and \$6,000,000 aggregate. Such policy shall be written using Insurance Services Offices Form Numbers CG 00 35 01 10 01.

- (b) All insurance required under preceding subsection (a) shall be underwritten by insurers and be of such form and content as may be acceptable to Railway. Prior to commencement of installation or maintenance of the Facilities or any entry on Railway's property, Applicant, or its contractor if it employs one, shall furnish to Railway's Risk Manager, Three Commercial Place, Norfolk, Virginia 23510-2191 (or such other representative and/or address as subsequently given by Railway to Applicant in writing), for approval, the original policy described in subsection (a)(iii) and a certificate of insurance evidencing the existence of a policy with the coverage described in subsection (a)(ii).
- Prior to commencement of any work to be performed, Licensee shall notify the appropriate Division Engineer for the scheduling of protection and inspection. Within seventy-two (72) hours after the Division Engineer's actual receipt of such notification, the Division Engineer shall review the necessity and availability of flagmen for the proposed work and advise Licensee of such matters and the estimated cost therefor. No work shall be permitted without the presence of Railway's flagman or the Division Engineer's waiver of the requirement for flag protection. Entry on or about any Railway right-of-way without the Division Engineer's prior approval shall be deemed trespassing. Licensee agrees to pay Railway, within thirty (30) days after delivery of an invoice therefor, for any protection and inspection costs incurred by Railway, in Railway's sole judgment, during any such entry.
  - If Railway deems it advisable during the progress of any work of construction, maintenance, repairs and renewals, alterations, adjustments or removal of the Applicant's Facilities to place watchmen, flagmen, inspectors or any other employees deemed necessary by Railway for the protection of its train traffic and the protection of the property owned or in possession or control of Railway, or its employees, patrons, or licensees, Railway shall have the right to do so and Applicant agrees to bear full cost and expense thereof and to promptly reimburse Railway upon demand.
  - All cost or expense resulting from any and all loss of life or property, or injury or damage to the person or property of any person, firm or corporation (including the parties hereto and their respective officers, agents and employees) and any and all claims, demands or actions for such loss, injury or damage, caused by or growing out of the presence or use, or the construction, maintenance, renewal, change or relocation and subsequent removal of the Facilities and appurtenances herein referred to shall be borne by Applicant unless caused solely by the negligence or willful misconduct of Railway.
  - In the event of any revision, renewal, addition, removal or alteration of said facilities, prior approval of the Railway must be secured. Applicant must also furnish Railroad Protective Liability Insurance for this work.
  - Upon abandonment of the Facilities by Applicant, Applicant shall seek direction from Railway's Chief Engineer, or his representative, regarding the method of abandonment if the Facilities will be abandoned in place.
  - In the event the Facilities consist of electrical power or communication wires and appurtenances, Applicant shall promptly remedy any inductive interference growing out of, or resulting from the presence of, the Facilities.
  - In the event the Facilities consist of an underground occupation, Applicant will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railway arising from or as a result of the installation of the Facilities, and Applicant shall pay to Railway on demand the full cost and expense therefore.
  - All rights and obligations conferred hereby shall extend to the successors and assigns of the parties hereto, provided that the Applicant shall in no event transfer or assign its rights hereunder without the written consent of Railway, which will not be unreasonably withheld.
  - If the public road is abandoned by the appropriate governmental authority and the Facilities remain within the limits of Railway's right of way after such abandonment, as a condition for the continuing presence of the Facilities within Railway's right of way, Railway and Applicant shall agree upon an appropriate occupancy fee or rental for the Facilities and execute an amendment to this Agreement within ninety (90) days after the date upon which such public road is abandoned.
  - Any and all notices, demands or requests by or from Railway to Applicant, or Applicant to Railway, shall be in writing and shall be sent by (a) postage paid, certified mail, return receipt requested, or (b) a reputable national overnight courier service with receipt therefor, or (c) personal delivery, and addressed in each case as follows:

If to Railway: c/o Norfolk Southern Corporation  
1200 Peachtree Street, NE - 12<sup>th</sup> Floor  
Atlanta, Georgia 30309-3504  
Attention: Director Real Estate

If to Applicant: CITY OF GOSHEN  
City Hall 202 S 5th St. Suite 2  
Goshen, Indiana, 46528-3714  
Attention: Bryce Gast

Either party may, by notice in writing, direct that future notices or demands be sent to a different address.  
All notices hereunder shall be deemed given upon receipt (or, if rejected, upon rejection).

ACCEPTED BY:

**NORFOLK SOUTHERN RAILWAY COMPANY**

DATE \_\_\_\_\_

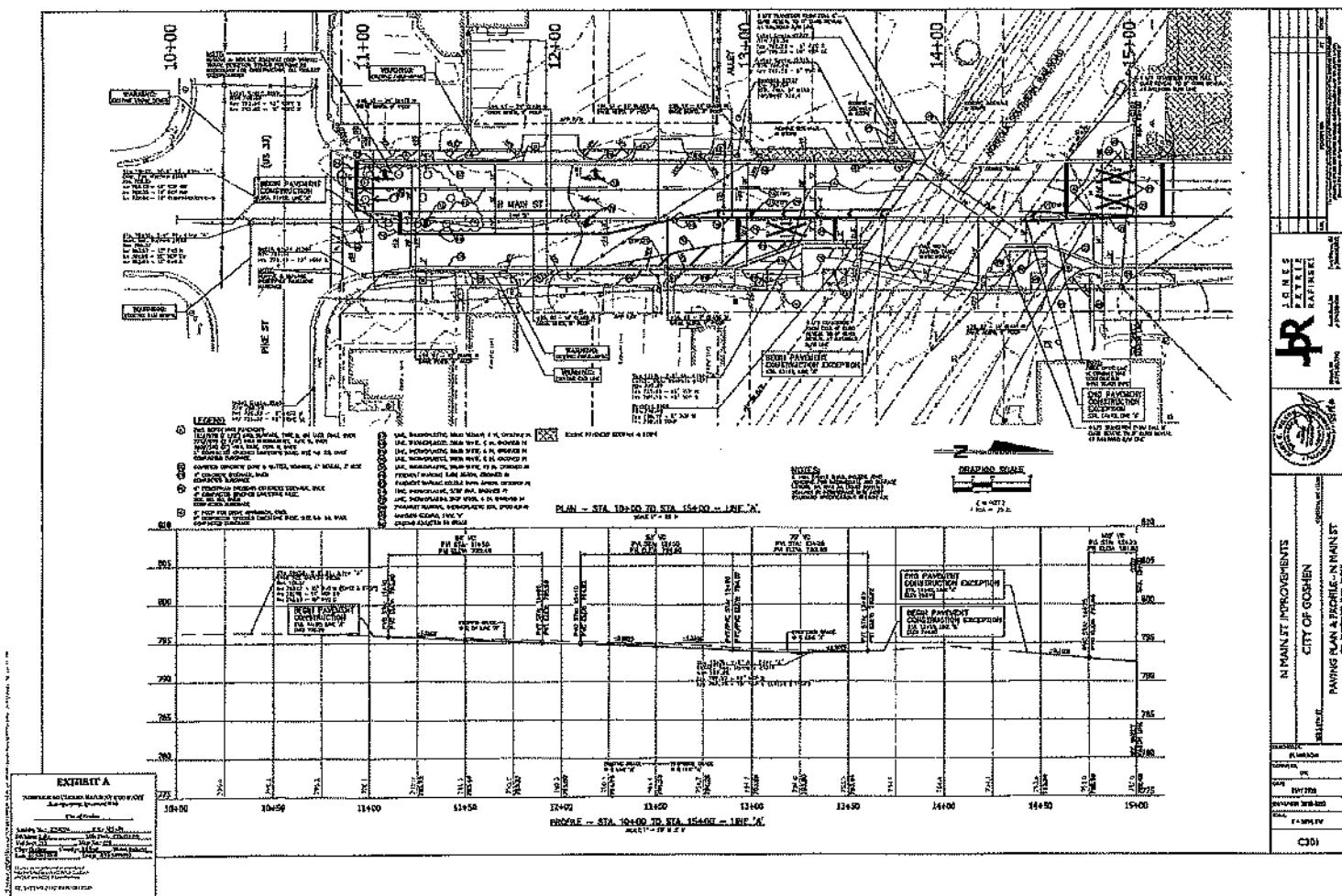
Real Estate Manager

**CITY OF GOSHEN**

DATE \_\_\_\_\_

Title \_\_\_\_\_

Activity Number: 1286226  
NJR: 07/24/2020





**City Clerk-Treasurer**  
**CITY OF GOSHEN**  
202 South Fifth Street, Suite 2 • Goshen, IN 46528-3714  
Phone (574) 533-8625 • Fax (574) 533-9740  
[clerktreasurer@goshencity.com](mailto:clerktreasurer@goshencity.com) • [www.goshenindiana.org](http://www.goshenindiana.org)

10 August 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Agreements with Douglas Cleaners, Inc. d/b/a ImageFirst for GFD gown service

Earlier this year the City ordered protective gowns for the City's healthcare first responders in accordance with COVID-19 best practices. Those gowns were locally sourced from a re-tooled automotive parts manufacturer and served their purpose as a timely option in an emergency situation. However, the need for a better solution in terms of both comfort and protection for paramedics and EMTs has become apparent.

On behalf of Goshen Fire Department and Chief Dan Sink, please:

Approve and authorize the mayor to execute the agreements with Douglas Cleaners, Inc. d/b/a ImageFirst to provide, clean, and deliver personal protective gowns to Goshen Fire Department Stations 1, 3 and 4.



1447 E. 86th Place  
Merrillville, IN 46410

Contact: Melissa McNary  
Phone: 219-313-7766  
Fax: 219-791-9901  
Email: mmcnary@imagefirst.com  
Web: www.imagefirst.com

### Sales Quotation For:

Goshen Fire Department Station 1  
Central Station 1  
209 N 3rd Street  
Goshen, IN 46526

Danny Sink  
574-533-7878

Quote Number: mm01722

Date: 07/29/20

Quote Expires on: 08/09/20

Description	Product Code	Qty	Price	Extended
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL	60	2.50	150.00
GOWN, FLUID RESIST BLUE	IMGFLUIDBL	20	2.50	50.00
BIO HAZARD BAG	IMGBAGBIO	10	0.15	1.50
HAMPER RACK	IMGHAMPERRK	1	0.86	0.86
ENVIRONMENTAL CHARGE	IMGENVCHG	1	12.36	12.36
Loss and Damage Protection			4%	8.00
SubTotal:				222.72
Tax Exempt				0.00
Total:				222.72



HEALTHCARE LAUNDRY SPECIALISTS

1447 E. 86th Place  
Merrillville, IN 46410APPROVED: \_\_\_\_\_ PHONE NO.: 574-533-7878  
P.O. #: \_\_\_\_\_ NEW ACCT.:   
FILE #: \_\_\_\_\_ RENEWAL: **Invoice To:**

Goshen Fire Department Station 1  
Central Station 1  
209 N 3rd Street  
Goshen, IN 46526

**Ship To:**

Goshen Fire Department Station 1  
Central Station 1  
209 N 3rd Street  
Goshen, IN 46526

CONTRACT NUM mm01948

CUSTNUM \_\_\_\_\_

FIRST DELIVERY 08/12/20

Service day Weekly Wednesday

DESCRIPTION	PRODUCT CODE	SVC	NO. OF ITEMS	UNIT PRICE	WEEKLY TOTAL
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL		60	2.50	150.00
GOWN, FLUID RESIST BLUE	IMGFLUIDBL		20	2.50	50.00
BIO HAZARD BAG	IMGBAGBIO		10	0.15	1.50
HAMPER RACK	IMGHAMPERRK		1	0.86	0.86
ENVIRONMENTAL CHARGE	IMGENVCHG		1	12.36	12.36
LDP Protection	LOSSPROTECT 4%		1	8.00	8.00
Agreement Value:					222.72

Net 10 EOM X

Tax Exempt - MJM

Douglas Cleaners, Inc, ("Company"), agrees to supply, and the undersigned customer agrees to rent the above items on the terms set forth herein. All items are and will remain the property of Company, and the customer agrees to return such items on demand and to be liable for any loss or destruction of such items, including such loss or destruction caused by customer's employees, except as a result of normal wear, and to pay therefore, at prevailing customer's cost for such lost or damaged items. Company agrees to pick up soiled garments and linens and deliver them cleaned, in good condition weekly. Items worn beyond repair will be replaced at Company's discretion. The decision of style and type of garment used for personal protection has been made by the customer. Company makes no representations that fluid resistant garments or any other products described herein will provide complete protection from exposure to contaminants or will eliminate the risk of contracting infectious diseases. Customer acknowledges that the garments and linens rented are for general purposes and are not designed nor intended for use in areas of flammability risk or where contact with ignition source is possible.

The term of this agreement is for twelve (12) months from the date of the first delivery and thereafter for the same time period unless cancelled by either party, in writing, at least ninety (90) days prior to any termination date. The terms of this contract shall apply to all subsequent increases or additions to such service. There will be a minimum weekly billing of 80% of this agreement value or 80% of the current invoice amount whichever is greater. Customer may discontinue service at any time provided customer pays Company a cancellation charge of 40% of the agreement value or the current invoice amount, whichever is greater, multiplied by the number of weeks remaining under the agreement. The customer agrees that this cancellation charge is not punitive, but a reimbursement to Company for related investments to service the customer. Customer agrees to pay attorney's fees in the amount of 15% of monies due and any other cost necessary to collect monies due. The price in effect may be changed annually. A finance charge of 1 1/2% per month, which is equal to 18% per year will be added to all balances not paid within terms. If credit terms are allowed, customer agrees to pay balance due to Company within ten (10) days after the end of the month that said invoices are dated.

Customer hereby agrees to defend, indemnify and hold harmless the Company from any claims and damages arising out of or associated with this agreement. The Company will not have liability for any losses, liabilities, damages, claims, suits, judgments or penalties other than for direct money damages in an amount not to exceed all of the fees actually paid by customer to Company in the six calendar months preceding the calendar month in which such damages were first incurred. In no event will Company be liable for any special, consequential, incidental, indirect or punitive damages, whether any claim is based on contract, tort, strict liability or otherwise, whether or not the likelihood of such damages was known to company, and regardless of the form of the claim or action, including, but not limited to, any claim or action alleging gross negligence, willful misconduct, failure to exercise reasonable care or failure to act in good faith.

Any action against Company by customer under or related to this agreement must be brought within twelve (12) months after the cause of action accrues. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration in Philadelphia, PA under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Nothing contained herein shall prevent any party hereto from seeking equitable relief from a court of competent jurisdiction in appropriate cases to prevent a violation of a provision of this agreement. Notwithstanding anything herein, the mandatory arbitration provisions herein shall not be imposed upon the Company in the case of a claim by Company against the customer for the collection of unpaid amounts due from customer arising under the agreement.

Subject to the mandatory arbitration provisions set forth herein, the parties hereby expressly waive the right to a trial by jury in any action or proceeding brought by or against either of them relating to this agreement. To the extent that the mandatory arbitration provisions set forth herein are not applicable, Company and customer hereby (i) consent to the exclusive jurisdiction of any state or federal court in the counties in which Company is located and agrees that, subject to Company's election, all actions or proceedings arising under or related to this agreement shall be litigated in such courts, and (ii) waive any objection which it may have based upon improper venue or forum non-conveniens.

No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The parties hereto will not be deemed to waive any of their rights or remedies under this agreement except by a duly executed written waiver.

This agreement shall be binding upon present and/or future owners, successors or assigns of customer and Company. Customer warrants that it is not a party to any other contracts with other textile rental companies for the same service. If any of the provisions of this agreement are held by a court of competent jurisdiction to be unenforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. This agreement is the entire agreement between the parties and supersedes all prior or contemporaneous understandings, oral or written. No modification of this agreement will be binding unless in writing and signed by Company. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law rules. The individual executing this agreement for customer is authorized by customer to do so. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Douglas Cleaners, Inc

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

Goshen Fire Department Station 1

Authorized Signature \_\_\_\_\_

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

Authorized Signer (Print) \_\_\_\_\_



## EXPLANATION OF CHARGES

1. 52 week billing cycle with vacation and sickness credit already built into price per week.
2. NO START UP CHARGES
3. Distributed OSHA Exposure Alert:To be provided to each center
4. Make-up charge (dedicated items only) \$3.00 per garment added after the first 30 days of service.
5. Personalization \$7.00 per facility name/logo and \$5.00 per name for direct embroidery placement up to 4 lines.
6. Flat rate billing (linens, patient gowns, lab coats, and scrubs).
7. Oversize charges 2XL & up and long garments = 20% over standard size rates.
8. Any Garment that has been altered or direct embroidered is non-returnable and must be purchased at the lost/damaged rate at the time that the product or service is discontinued.
9. \*LOST/DAMAGE LINEN/GARMENT CHARGES

GOWN, FLUID RESIST YELLOW	\$30.95
GOWN, FLUID RESIST BLUE	\$30.95
HAMPER RACK	\$16.05
BIO HAZARD BAG	\$14.25

10. Regulated medical waste, sharps, pharmaceuticals, and any linen that has been contaminated with hazardous pharmaceuticals must be kept separate from other linen and disposed of properly.

Goshen Fire Department Station 1

By:

Douglas Cleaners, Inc

Authorized Signature

Date:

Revised 12/14/17

Printed Name & Title



1447 E. 86th Place  
Merrillville, IN 46410

Contact: Melissa McNary  
Phone: 219-313-7766  
Fax: 219-791-9901  
Email: mmcnary@imagefirst.com  
Web: www.imagefirst.com

### Sales Quotation For:

Goshen Fire Department Station 3  
South Side Station 3  
1203 College Ave  
Goshen, IN 46526

Danny Sink  
574-533-1441

Quote Number: mm01723

Date: 07/29/20

Quote Expires on: 08/09/20

Description	Product Code	Qty	Price	Extended
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL	75	2.50	187.50
GOWN, FLUID RESIST BLUE	IMGFLUIDBL	25	2.50	62.50
BIO HAZARD BAG	IMGBAGBIO	10	0.15	1.50
HAMPER RACK	IMGHAMPERRK	1	0.86	0.86
ENVIRONMENTAL CHARGE	IMGENVCHG	1	12.36	12.36
Loss and Damage Protection			4%	10.00
SubTotal:				274.72
Tax <i>Exempt</i>				0.00
Total:				274.72



1447 E. 86th Place  
Merrillville, IN 46410

APPROVED:	PHONE NO.: 574-533-1441
P.O. #:	NEW ACCT.: <input checked="" type="checkbox"/>
FILE #:	RENEWAL: <input type="checkbox"/>

**Invoice To:**  
 Goshen Fire Department Station 3  
 South Side Station 3  
 1203 College Ave  
 Goshen, IN 46526

**Ship To:**  
 Goshen Fire Department Station 3  
 South Side Station 3  
 1203 College Ave  
 Goshen, IN 46526

CONTRACT NUM mm01950

CUSTNUM \_\_\_\_\_

FIRST DELIVERY 08/12/20

Service Weekly Wednesday's

DESCRIPTION	PRODUCT CODE	SVC	NO. OF ITEMS	UNIT PRICE	WEEKLY TOTAL
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL		75	2. 50	187. 50
GOWN, FLUID RESIST BLUE	IMGFLUIDBL		25	2. 50	62. 50
BIO HAZARD BAG	IMGBAGBIO		10	0. 15	1. 50
HAMPER RACK	IMGHAMPERRK		1	0. 86	0. 86
ENVIRONMENTAL CHARGE	IMGENVCHG		1	12. 36	12. 36
LDP Protection	LOSSPROTECT 4%		1	10. 00	10. 00
Agreement Value:					274. 72

Net 10 EOM X

Tax Exempt - M3m.

Douglas Cleaners, Inc. ("Company"), agrees to supply, and the undersigned customer agrees to rent the above items on the terms set forth herein. All items are and will remain the property of Company, and the customer agrees to return such items on demand and to be liable for any loss or destruction of such items, including such loss or destruction caused by customer's employees, except as a result of normal wear, and to pay therefore, at prevailing customer's cost for such lost or damaged items. Company agrees to pick up soiled garments and linens and deliver them cleaned, in good condition weekly. Items worn beyond repair will be replaced at Company's discretion. The decision of style and type of garment used for personal protection has been made by the customer. Company makes no representations that fluid resistant garments or any other products described herein will provide complete protection from exposure to contaminants or will eliminate the risk of contracting infectious diseases. Customer acknowledges that the garments and linens rented are for general purposes and are not designed nor intended for use in areas of flammability risk or where contact with ignition source is possible.

The term of this agreement is for twelve (12) months from the date of the first delivery and thereafter for the same time period unless cancelled by either party, in writing, at least ninety (90) days prior to any termination date. The terms of this contract shall apply to all subsequent increases or additions to such service. There will be a minimum weekly billing of 80% of this agreement value or 80% of the current invoice amount whichever is greater. Customer may discontinue service at any time provided customer pays Company a cancellation charge of 40% of the agreement value or the current invoice amount, whichever is greater, multiplied by the number of weeks remaining under the agreement. The customer agrees that this cancellation charge is not punitive, but a reimbursement to Company for related investments to service the customer. Customer agrees to pay attorney's fees in the amount of 15% of monies due and any other cost necessary to collect monies due. The price in effect may be changed annually. A finance charge of 1 1/2% per month, which is equal to 18% per year will be added to all balances not paid within terms. If credit terms are allowed, customer agrees to pay balance due to Company within ten (10) days after the end of the month that said invoices are dated.

Customer hereby agrees to defend, indemnify and hold harmless the Company from any claims and damages arising out of or associated with this agreement. The Company will not have liability for any losses, liabilities, damages, claims, suits, judgments or penalties other than for direct money damages in an amount not to exceed all of the fees actually paid by customer to Company in the six calendar months preceding the calendar month in which such damages were first incurred. In no event will Company be liable for any special, consequential, incidental, indirect or punitive damages, whether any claim is based on contract, tort, strict liability or otherwise, whether or not the likelihood of such damages was known to company, and regardless of the form of the claim or action, including, but not limited to, any claim or action alleging gross negligence, willful misconduct, failure to exercise reasonable care or failure to act in good faith.

Any action against Company by customer under or related to this agreement must be brought within twelve (12) months after the cause of action accrues. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration in Philadelphia, PA under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Nothing contained herein shall prevent any party hereto from seeking equitable relief from a court of competent jurisdiction in appropriate cases to prevent a violation of a provision of this agreement. Notwithstanding anything herein, the mandatory arbitration provisions herein shall not be imposed upon the Company in the case of a claim by Company against the customer for the collection of unpaid amounts due from customer arising under the agreement.

Subject to the mandatory arbitration provisions set forth herein, the parties hereby expressly waive the right to a trial by jury in any action or proceeding brought by or against either of them relating to this agreement. To the extent that the mandatory arbitration provisions set forth herein are not applicable, Company and customer hereby (i) consent to the exclusive jurisdiction of any state or federal court in the counties in which Company is located and agrees that, subject to Company's election, all actions or proceedings arising under or related to this agreement shall be litigated in such courts, and (ii) waive any objection which it may have based upon improper venue or forum non-conveniens.

No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The parties hereto will not be deemed to waive any of their rights or remedies under this agreement except by a duly executed written waiver.

This agreement shall be binding upon present and/or future owners, successors or assigns of customer and Company. Customer warrants that it is not a party to any other contracts with other textile rental companies for the same service. If any of the provisions of this agreement are held by a court of competent jurisdiction to be unenforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. This agreement is the entire agreement between the parties and supersedes all prior or contemporaneous understandings, oral or written. No modification of this agreement will be binding unless in writing and signed by Company. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law rules. The individual executing this agreement for customer is authorized by customer to do so. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Douglas Cleaners, Inc

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

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

Goshen Fire Department Station 3

Authorized Signature \_\_\_\_\_

Authorized Signer (Print) \_\_\_\_\_



## EXPLANATION OF CHARGES

1. 52 week billing cycle with vacation and sickness credit already built into price per week.
2. NO START UP CHARGES
3. Distributed OSHA Exposure Alert:To be provided to each center
4. Make-up charge (dedicated items only) \$3.00 per garment added after the first 30 days of service.
5. Personalization \$7.00 per facility name/logo and \$5.00 per name for direct embroidery placement up to 4 lines.
6. Flat rate billing (linens, patient gowns, lab coats, and scrubs).
7. Oversize charges 2XL & up and long garments = 20% over standard size rates.
8. Any Garment that has been altered or direct embroidered is non-returnable and must be purchased at the lost/damaged rate at the time that the product or service is discontinued.
9. \*LOST/DAMAGE LINEN/GARMENT CHARGES

GOWN, FLUID RESIST YELLOW	\$30.95
GOWN, FLUID RESIST BLUE	\$30.95
HAMPER RACK	\$16.05
BIO HAZARD BAG	\$14.25

10. Regulated medical waste, sharps, pharmaceuticals, and any linen that has been contaminated with hazardous pharmaceuticals must be kept separate from other linen and disposed of properly.

Goshen Fire Department Station 3

By: \_\_\_\_\_  
Douglas Cleaners, Inc

\_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_  
Revised 12/14/17

\_\_\_\_\_  
Printed Name & Title



1447 E. 86th Place  
Merrillville, IN 46410

Contact: Melissa McNary  
Phone: 219-313-7766  
Fax: 219-791-9901  
Email: mmcrary@imagefirst.com  
Web: www.imagefirst.com

### Sales Quotation For:

Goshen Fire Department Station 4  
West Side Station 4  
1728 Reliance Road  
Goshen, IN 46526

Danny Sink  
574-533-7878

Quote Number: mm01724

Date: 07/29/20

Quote Expires on: 08/09/20

Description	Product Code	Qty	Price	Extended
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL	40	2.50	100.00
GOWN, FLUID RESIST BLUE	IMGFLUIDBL	10	2.50	25.00
BIO HAZARD BAG	IMGBAGBIO	10	0.15	1.50
HAMPER RACK	IMGHAMPERRK	1	0.86	0.86
ENVIRONMENTAL CHARGE	IMGENVCHG	1	12.36	12.36
Loss and Damage Protection			4%	5.00
SubTotal:				144.72
Tax Exempt				0.00
Total:				144.72



1447 E. 86th Place  
Merrillville, IN 46410

APPROVED:	PHONE NO.: 574-533-7878
P.O. #:	NEW ACCT.: <input checked="" type="checkbox"/>
FILE #:	RENEWAL: <input type="checkbox"/>

**Invoice To:**  
Goshen Fire Department Station 4  
West Side Station 4  
1728 Reliance Road  
Goshen, IN 46526

**Ship To:**  
Goshen Fire Department Station 4  
West Side Station 4  
1728 Reliance Road  
Goshen, IN 46526

CONTRACT NUM mm01952

CUSTNUM \_\_\_\_\_

FIRST DELIVERY 08/12/20

Service Weekly, Wednesday

DESCRIPTION	PRODUCT CODE	SVC	NO. OF ITEMS	UNIT PRICE	WEEKLY TOTAL
GOWN, FLUID RESIST YELLOW	IMGFLUIDYEL		40	2. 50	100. 00
GOWN, FLUID RESIST BLUE	IMGFLUIDBL		10	2. 50	25. 00
BIO HAZARD BAG	IMGBAGBIO		10	0. 15	1. 50
HAMPER RACK	IMGHAMPERRK		1	0. 86	0. 86
ENVIRONMENTAL CHARGE	IMGENVCHG		1	12. 36	12. 36
LDP Protection	LOSSPROTECT 4%		1	5. 00	5. 00
Agreement Value:					144. 72

Net 10 EOM X

Tax Exempt - MSM

Douglas Cleaners, Inc. ("Company"), agrees to supply, and the undersigned customer agrees to rent the above items on the terms set forth herein. All items are and will remain the property of Company, and the customer agrees to return such items on demand and to be liable for any loss or destruction of such items, including such loss or destruction caused by customer's employees, except as a result of normal wear, and to pay therefore, at prevailing customer's cost for such lost or damaged items. Company agrees to pick up soiled garments and linens and deliver them cleaned, in good condition weekly. Items worn beyond repair will be replaced at Company's discretion. The decision of style and type of garment used for personal protection has been made by the customer. Company makes no representations that fluid resistant garments or any other products described herein will provide complete protection from exposure to contaminants or will eliminate the risk of contracting infectious diseases. Customer acknowledges that the garments and linens rented are for general purposes and are not designed nor intended for use in areas of flammability risk or where contact with ignition source is possible.

The term of this agreement is for twelve (12) months from the date of the first delivery and thereafter for the same time period unless cancelled by either party, in writing, at least ninety (90) days prior to any termination date. The terms of this contract shall apply to all subsequent increases or additions to such service. There will be a minimum weekly billing of 80% of this agreement value or 80% of the current invoice amount whichever is greater. Customer may discontinue service at any time provided customer pays Company a cancellation charge of 40% of the agreement value or the current invoice amount, whichever is greater, multiplied by the number of weeks remaining under the agreement. The customer agrees that this cancellation charge is not punitive, but a reimbursement to Company for related investments to service the customer. Customer agrees to pay attorney's fees in the amount of 15% of monies due and any other cost necessary to collect monies due. The price in effect may be changed annually. A finance charge of 1 1/2% per month, which is equal to 18% per year will be added to all balances not paid within terms. If credit terms are allowed, customer agrees to pay balance due to Company within ten (10) days after the end of the month that said invoices are dated.

Customer hereby agrees to defend, indemnify and hold harmless the Company from any claims and damages arising out of or associated with this agreement. The Company will not have liability for any losses, liabilities, damages, claims, suits, judgments or penalties other than for direct money damages in an amount not to exceed all of the fees actually paid by customer to Company in the six calendar months preceding the calendar month in which such damages were first incurred. In no event will Company be liable for any special, consequential, incidental, indirect or punitive damages, whether any claim is based on contract, tort, strict liability or otherwise, whether or not the likelihood of such damages was known to company, and regardless of the form of the claim or action, including, but not limited to, any claim or action alleging gross negligence, willful misconduct, failure to exercise reasonable care or failure to act in good faith.

Any action against Company by customer under or related to this agreement must be brought within twelve (12) months after the cause of action accrues. Any dispute or matter arising in connection with or relating to this agreement shall be resolved by binding and final arbitration in Philadelphia, PA under applicable state or federal laws providing for the enforcement of agreements to arbitrate disputes. Any such dispute shall be determined on an individual basis, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party.

Nothing contained herein shall prevent any party hereto from seeking equitable relief from a court of competent jurisdiction in appropriate cases to prevent a violation of a provision of this agreement. Notwithstanding anything herein, the mandatory arbitration provisions herein shall not be imposed upon the Company in the case of a claim by Company against the customer for the collection of unpaid amounts due from customer arising under the agreement.

Subject to the mandatory arbitration provisions set forth herein, the parties hereby expressly waive the right to a trial by jury in any action or proceeding brought by or against either of them relating to this agreement. To the extent that the mandatory arbitration provisions set forth herein are not applicable, Company and customer hereby (i) consent to the exclusive jurisdiction of any state or federal court in the counties in which Company is located and agrees that, subject to Company's election, all actions or proceedings arising under or related to this agreement shall be litigated in such courts, and (ii) waive any objection which it may have based upon improper venue or forum non-conveniens.

No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. The parties hereto will not be deemed to waive any of their rights or remedies under this agreement except by a duly executed written waiver.

This agreement shall be binding upon present and/or future owners, successors or assigns of customer and Company. Customer warrants that it is not a party to any other contracts with other textile rental companies for the same service. If any of the provisions of this agreement are held by a court of competent jurisdiction to be unenforceable, then such provisions shall be limited or eliminated to the minimum extent necessary so that this agreement shall otherwise remain in full force and effect. This agreement is the entire agreement between the parties and supersedes all prior or contemporaneous understandings, oral or written. No modification of this agreement will be binding unless in writing and signed by Company. This agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its choice of law rules. The individual executing this agreement for customer is authorized by customer to do so. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

Douglas Cleaners, Inc

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

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

Goshen Fire Department Station 4

Authorized Signature \_\_\_\_\_

Authorized Signer (Print) \_\_\_\_\_



## EXPLANATION OF CHARGES

1. 52 week billing cycle with vacation and sickness credit already built into price per week.
2. NO START UP CHARGES
3. Distributed OSHA Exposure Alert:To be provided to each center
4. Make-up charge (dedicated items only) \$3.00 per garment added after the first 30 days of service.
5. Personalization \$7.00 per facility name/logo and \$5.00 per name for direct embroidery placement up to 4 lines.
6. Flat rate billing (linens, patient gowns, lab coats, and scrubs).
7. Oversize charges 2XL & up and long garments = 20% over standard size rates.
8. Any Garment that has been altered or direct embroidered is non-returnable and must be purchased at the lost/damaged rate at the time that the product or service is discontinued.
9. \*LOST/DAMAGE LINEN/GARMENT CHARGES

GOWN, FLUID RESIST YELLOW	\$30.95
GOWN, FLUID RESIST BLUE	\$30.95
HAMPER RACK	\$16.05
BIO HAZARD BAG	\$14.25

10. Regulated medical waste, sharps, pharmaceuticals, and any linen that has been contaminated with hazardous pharmaceuticals must be kept separate from other linen and disposed of properly.

Goshen Fire Department Station 4

By:

Douglas Cleaners, Inc

Authorized Signature

Date:

Revised 12/14/17

Printed Name & Title

## **ST. JOSEPH RIVER BASIN COMMISSION AGREEMENT—2020**

This Agreement is made by and between the Board of Public Works & Safety of Goshen, Indiana, and the St. Joseph River Basin Commission. The term of this Agreement is January 1–December 31.

### **Recitals**

Whereas, the St. Joseph River Basin Commission has a responsibility to protect water quality, and whose work from time to time has affects on Goshen's water and/or wastewater utilities.

Therefore, the City of Goshen and the St. Joseph River Basin Commission agree that:

1. City will pay \$2,603 from its Water and Sewer Utilities to Commission.
2. Prior to payment, Commission will provide to City a summary of its prior year's activity and its current annual budget.
3. Commission will carry out activities during the Agreement year to enhance and protect water quality of the St. Joseph River Basin.

City of Goshen

Date: August 10, 2020

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

Printed: Jeremy Stutsman

Title: Chair, Board of Public Works

St. Joseph River Basin Commission

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

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

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

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

## **GOSHEN CHAMBER OF COMMERCE AGREEMENT—2020**

This Agreement is made by and between the Board of Public Works & Safety of Goshen, Indiana, hereinafter described as "City", and the Board of Directors of the Goshen Chamber of Commerce, hereinafter described as "Chamber". The term of this Agreement is January 1–December 31.

### **Recitals**

Whereas, Chamber devotes substantial resources to the dissemination of information concerning the industrial, commercial, governmental, educational and recreational advantages of Goshen to prospective businesses and developers and to the recruitment and expansion of commerce and industry; and

Whereas, developing and promoting a balanced economy and pursuing economic growth downtown and throughout Goshen is consistent with the spirit of the established Comprehensive Plan; and

Whereas, efforts of Chamber mitigate the need for City to fund marketing programs for industrial and commercial growth; and

Whereas, Chamber has one staff position, for which a portion of time is spent on downtown development (which was supported by the HyettPalma plan) which, if a City position, would cost significantly more than partnership with Chamber.

Therefore, the City of Goshen and Goshen Chamber of Commerce agree that:

1. Chamber agrees to provide information about Goshen to existing and prospective businesses and to promote economic development.
2. Having already been authorized by City Council in the annual budget, City will pay from its Economic Development Income Tax Fund, to Chamber, a total of \$50,000 in the Agreement year, provided documentation requested below has been given to City.
3. Chamber will provide to City a copy of its most recent activity and financial reports as provided its membership, and a copy of its current annual budget.
4. This Agreement contains all contractual obligations between City and Chamber.
5. No third party shall be a beneficiary of this Agreement.
6. The rights and obligations created under this Agreement shall not be assigned without the written consent of the other party.
7. This Agreement shall be construed and enforced under the laws of the State of Indiana.

City of Goshen

Goshen Chamber of Commerce

Date: August 3, 2020

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

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

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

Printed: Jeremy Stutsman

Printed: Nick Kieffer

Title: Chair, Board of Public Works

Title: President