



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

11:00 a.m. September 8, 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. 24, Aug. 31

Changes to Agenda

- (1) Conditional Offer of Employment and GFD Agreement with Jeffrey P. McGowan
(Marks)
- (2) Conditional Offer of Employment and PD Agreement with Rayven Aliyah Johnson
(Marks)
- (3) Unpaid Final Water/Sewer Account Write-offs
(Saenz)
- (4) Main St. Parking Closure: West Side Lincoln Ave. to Clinton St., JN: 2016-0038
(Sailor)
- (5) Accept Utility Easement at 924 E. Lincoln Ave.
(Hutsell)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
204 East Jefferson Street, Suite 2
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Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

September 8, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with
Jeffrey P. McGowan

On behalf of the Fire Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Jeffrey P. McGowan as a probationary firefighter.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Jeffrey P. McGowan.

The agreement sets forth the conditions to be met prior to beginning employment with the City and requirements to complete paramedic training and serve as an active paramedic. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Fire Department.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on September ____, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Jeffrey P. McGowan** (McGowan).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers McGowan employment as a probationary firefighter of the Goshen City Fire Department. McGowan accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Fire Department. City and McGowan understand and agree that the offer of employment is contingent upon the following:

(1) A personnel vacancy in the Goshen City Fire Department rank and file must exist. McGowan understands that currently no vacancy exists in the rank and file of the Fire Department. Although the Fire Department is initiating the pension physical and psychological testing, McGowan understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of firefighters.

(2) McGowan must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). McGowan understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.

(3) City agrees to pay the initial cost for McGowan to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at McGowan's expense.

(4) InPRS will determine whether McGowan has any Class 3 excludable conditions. McGowan understands that if InPRS finds that McGowan has any Class 3 excludable conditions, McGowan will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout McGowan's employment if the disability is related to the Class 3 excludable condition. In addition, City will review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

(5) City and McGowan understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

City will confirm its offer of employment to McGowan if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City Fire Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and McGowan accepts City's withdrawal and this agreement shall be terminated.

**AGREE TO ENROLL AND COMPLETE PARAMEDIC TRAINING,
BECOME CERTIFIED/LICENSED, AND SERVE AS A PARAMEDIC**

(1) As a condition of employment, City shall require and McGowan agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.

(2) After consultation, the Fire Chief will instruct McGowan when to enroll in the paramedic training course. McGowan shall schedule all training sessions when McGowan is scheduled to work to the extent possible.

(3) City will pay the cost of the paramedic training and McGowan will be paid for the time McGowan spends in class and required clinical sessions. City will pay for McGowan to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for McGowan to attend a refresher course.

(4) McGowan shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. McGowan agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.

(5) If McGowan refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course, McGowan's employment with City and the Goshen City Fire Department will be terminated for cause.

(6) If McGowan leaves employment with City and the Goshen City Fire Department before receiving an Indiana paramedic certification/license, including termination, McGowan agrees to repay City the City's actual cost for McGowan to attend the paramedic training course, including the cost of the course and time City paid McGowan to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).

(7) Upon receiving an Indiana paramedic certification/license, McGowan agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain McGowan's paramedic certification/license as long as McGowan is required to serve City as a paramedic.

(8) McGowan agrees to serve City as an active paramedic for a minimum of three (3) full years. If McGowan fails to serve City as an active paramedic for three (3) full years, McGowan agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year McGowan serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if McGowan fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.

(9) McGowan's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of McGowan's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of McGowan's last day of employment with City.

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approved by the Goshen Board of Public Work and Safety.

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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

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

Jeremy P. Stutsman, Mayor

Jeffrey P. McGowan

Michael A. Landis, Member

Date: September _____, 2020

Mary Nichols, Member

Date: September 8, 2020



CITY OF GOSHEN LEGAL DEPARTMENT

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September 8, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Conditional Offer of Employment to and Agreement with
Rayven Aliyah Johnson

On behalf of the Police Department, it is recommended that the Board:

- (1) Extend a conditional offer of employment to Rayven Aliyah Johnson as a probationary patrol officer.
- (2) Approve and execute the Conditional Offer of Employment Agreement with Rayven Aliyah Johnson.

The agreement sets forth the conditions to be met prior to beginning employment with the City's Police Department as a probationary patrol officer. The Board will be requested to confirm the offer of employment when a position opening becomes available in the Police Department.

CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on _____, 2020, between the **City of Goshen, Indiana**, by and through the Goshen Board of Public Works and Safety (City), and **Rayven Aliyah Johnson** (Johnson).

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

PREREQUISITES TO BEGINNING EMPLOYMENT

City conditionally offers Johnson employment as a probationary patrol officer of the Goshen City Police Department. Johnson accepts City's conditional offer of employment. City does not have a current position available in the Goshen City Police Department. City and Johnson understand and agree that the offer of employment is contingent upon the following:

- (1) A personnel vacancy in the Goshen City Police Department rank and file must exist. Johnson understands that currently no vacancy exists in the rank and file of the Police Department. Although the Police Department is initiating the pension physical and psychological testing, Johnson understands that no permanent employment will be offered until such time that a personnel vacancy is available and/or additional staffing is hired to increase the number of police officers.
- (2) Johnson must submit a complete application for membership to the Indiana Public Retirement System (InPRS) and the 1977 Police Officers' and Firefighters' Pension and Disability Fund (1977 Fund). Johnson understands that the application for membership requires the completion of a comprehensive medical history and the administration and successful passage of the baseline statewide physical examination and baseline statewide mental examination.
- (3) City agrees to pay the initial cost for Johnson to complete the baseline statewide physical examination and baseline statewide mental examination as required by Indiana Code §§ 36-8-8-7(a) and 36-8-8-19. In the event that InPRS requires any additional reports and/or testing to establish physical and mental fitness beyond the baseline statewide physical examination and baseline statewide mental examination requirements, such costs for the additional reports and/or testing shall be at Johnson's expense.
- (4) InPRS will determine whether Johnson has any Class 3 excludable conditions. Johnson understands that if InPRS finds that Johnson has any Class 3 excludable conditions, Johnson will be prevented from receiving certain Class 3 impairment benefits for a certain period of time and will be disqualified from receiving disability benefits from the 1977 Fund throughout Johnson's employment if the disability is related to the Class 3 excludable condition. In addition, City will

review the InPRS findings to determine whether the City's conditional offer of employment will be withdrawn.

- (5) City and Johnson understand that the board of trustees of the InPRS must approve the application for membership to the 1977 Fund.

City will confirm its offer of employment to Johnson if the board of trustees of the InPRS approves the application for membership to the 1977 Fund. City's confirmation will occur when a position opening becomes available in the Goshen City Police Department. In the event that approval is not given by the board of trustees of the InPRS, City withdraws this conditional offer of employment, and Johnson accepts City's withdrawal and this agreement shall be terminated.

AGREE TO ENROLL AND COMPLETE ALL TRAINING REQUIREMENTS

- (1) As a condition of employment, Johnson is required to successfully complete the pre-basic course required by Indiana Code § 5-2-1-9(e) in order to exercise police powers. Johnson agrees to attend the pre-basic course when instructed to do so, and successfully complete the pre-basic course within sixty (60) days of Johnson's first day of employment with City.
- (2) As a further condition of employment, City shall require and Johnson agrees to attend and successfully complete the basic training requirements established by the Indiana Law Enforcement Training Board at a certified law enforcement academy. Johnson agrees to maintain a physical condition in order to pass the physical entrance standards to the law enforcement academy as established by the Indianan Law Enforcement Training Board.
- (3) Johnson will be paid for the time Johnson spends in the pre-basic course under paragraph (1) and the basic training under paragraph (2). City will pay the cost of the pre-basic course and the basic training one (1) time.
- (4) Except as provided in paragraph (5), if Johnson fails to successfully complete the pre-basic course, is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements at any time within one (1) year of Johnson's first day of employment with City, Johnson's employment with City and the Goshen City Police Department will be terminated.
- (5) Due to the COVID-19 Public Health Emergency, Governor Holcomb issued Executive Order 20-03 to which, in part, extended an officer's ability to exercise police powers one (1) year provided the officer has completed the pre-basic course. Johnson must successfully complete the basic training requirements as soon as practical, but in no event later than two (2) years of Johnson's first day of employment with City. If Johnson is unable to pass the physical entrance standards to the law enforcement academy, or fails to successfully complete the basic training requirements within two (2) years of Johnson's first day of employment with City, Johnson's employment with City and the Goshen City Police Department will be terminated for cause, specifically the incapacity to exercise police powers as described in Indiana Code § 5-2-1-9(d).

AMENDMENT

This agreement may be amended only by the mutual written consent of the parties and approved by the Goshen Board of Public Works and Safety.

SEVERABILITY

If any provision, covenant, or portion of this agreement or its application to any person, entity or property is held to be invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this agreement.

INTEGRATION

This agreement supercedes all prior agreements and negotiations that relate to the subject matter and is a full integration of the agreement of the parties.

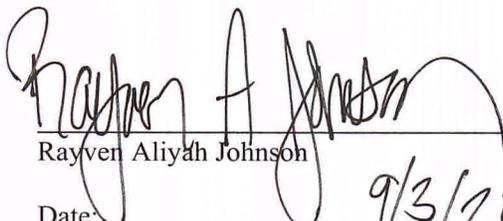
INDIANA LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Indiana. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns, provided that this agreement may not be assigned without the written consent of the parties.

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



Rayven Aliyah Johnson
Date: 9/3/20

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

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member
Date: _____

*****REQUEST*****

DATE: Tuesday, September 8, 2020

TO: GOSHEN BOARD OF WORKS

**FROM: GOSHEN WATER & SEWER
KELLY SAENZ**

RE: UNPAID FINAL ACCOUNTS

The original amount of unpaid final Water/Sewer accounts for this period was **\$10,250.49**
Collection letters were sent out and payments of **\$3,025.20** had been collected.

The uncollected amount equals **\$7,225.29**

Therefore I am requesting to move our uncollected finalized accounts from active to Collection,
Sewer Liens and Write offs.

These are accounts for the most part were finalized thru **Monday, June 15, 2020**

WATER: \$3,593.95
SEWER: \$3,631.34

TOTALS

REPORT TOTAL		\$10,250.49
BPS TOTAL	\$3,424.20	\$6,826.29
COUNTY TOTAL	\$3,455.32	\$3,370.97
W-WRITE OFF	\$169.75	\$3,201.22
S-WRITE OFF	\$176.02	\$3,025.20
PAYMENT TOTAL	\$3,025.20	\$0.00
AGREEMENT TOTAL		

PAYMENTS 2/2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
237-0110-04	WILLIAM RALEY	73.62
238-1400-11	AMIEE VANDENBERG	\$13.34
238-1900-03	ASHLEY M MCKENZIE	\$165.62
241-4080-01	ARRENDONDO MILAGRO	\$79.18
280-1300-02	AMY CONTRERAS	\$71.46
293-2500-01	TRADITION LOGISTICS	\$824.44
294-1830-06	DAVID HOCHSTETLER	\$92.78
308-3350-03	ACS INVESTMENTS	\$7.02
308-3350-05	JOSE G GUEVARA-LUEVANO	\$88.68
308-3620-98	MATTHEW S GRUNTMAN	\$32.05
309-1410-02	LEONARD HINKSON JR	\$40.59
311-1040-01	TERRY L CRIPE	\$40.47
311-2740-01	TREVOR D SHETLER	\$83.56
315-0020-00	JAMES A CADMAN	\$68.37
317-0730-02	BOBBI JO WIREMAN	\$36.68
316-0130-08	ECM LEASING	\$18.56
316-1290-12	SEAN E SHUMAKER	\$212.82
317-0640-09	LUIS C CRUZ	\$25.16
317-0650-05	LORIE A TAPIA	\$43.07
317-0980-05	JOSEPH HUGHES	\$241.57
402-1340-03	ALAN D HELTON	\$101.95
402-1690-08	CATY J PATTERSON	\$60.64
403-1500-07	MICHAEL ISNOGLE	\$126.38
420-0970-03	CASSANDRA L LAMBERT	\$109.94
445-0530-03	DISNAURY RODRIGUEZ	\$12.78
445-1870-09	YARI M LOPEZ	\$63.41
445-2620-04	KRISTEN WHITFORD	\$36.72
445-2860-03	LORI A ATKINSON	\$18.43
445-2970-11	JACELYN BRYSTAR PUMFREY	\$85.08
445-3030-07	ASHLEY N DOUGLAS	\$150.83

TOTAL PAYMENTS: \$3,025.20

COUNTY ACCOUNTS 2/2020

<u>ACCOUNT #</u>	<u>CUSTOMER NAME</u>	<u>AMOUNT PD.</u>
235-2960-05	AMIZADAY SALAS GUADALAJARA	\$84.01
237-0400-00	DAGOBERTO & MANUELA RODRIGUEZ	\$150.47
238-0210-09	RONALD E DAVIDHIZAR	\$223.70
238-0950-05	KEVIN MILLER	\$53.26
285-1440-01	WILLIAM & RONNIE& MARY LOU MARTIN	\$126.37
293-0800-00	TRI STATE PROPERTY MANAGEMENT INC	\$71.82
309-0730-04	BALTAZAR INVESTMENTS LLC	\$200.45
311-3030-02	BENJAMIN E & VERONICA S JOHNSON	\$161.12
311-3880-08	ECM LEASING LLC	\$160.84
313-0350-03	YES COMPANIES EXP FRED LLC	\$193.86
314-0220-02	JOSE GUADALUPE SAUCEDO	\$43.37
320-0590-28	LINDA FRANKS FKA LINDA CHRISMAN	\$491.27
402-1150-08	CECIL J BONTREGER	\$201.29
403-0310-12	RONALD E DAVIDHIZAR	\$356.91
405-0300-11	GLENN J & ESTHER V RIEGSECKER	\$300.13
405-2160-06	JORDAN P & MICHELLE R OYER	\$53.52
405-2680-16	RONALD E DAVIDHIZAR	\$91.66
444-0960-09	JOSE QUINONES	\$491.27

TOTAL: \$3,455.32

BUSINESS PROFESSIONAL SERVICES 2/2020

Account #	Customer	ADDRESS	City	State	Zip	Last Charge	Amount Due	DOB	S.S.N	PHONE
235-2960-05	WENDY M REYES	113 W WILDEN AVE	GOSHEN	IN	46526	4/3/2020	\$54.50	11/15/1989	9186	903-7757
237-0400-00	MANUELA F RODRIGUEZ	319 N 2ND ST	GOSHEN	IN	46526	5/20/2020	\$78.86			
238-0210-09	MORGAN S VANOVER	319 HURON ST	GOSHEN	IN	46526	3/26/2020	\$180.69	12/27/1994	0306	364-0531
238-0950-05	KEVIN & WANDA MILLER	508 N RIVERSIDE BLVD	GOSHEN	IN	46526	3/10/2020	\$67.81			575-5500
238-1900-03	ASHLEY M MCKENZIE	516 RIVER AVE APT A	GOSHEN	IN	46526	3/2/2020	\$87.34	1/3/1989	1861	707-5068
280-1300-02	AMY CONTRERAS	1202 WILSON AVE	GOSHEN	IN	46526	3/11/2020	\$45.08	12/14/1975	1981	606-3314
285-1440-01	RONALD D MARTIN	4410 MIDWAY RD	GOSHEN	IN	46526	4/17/2020	\$157.60	2/22/1931	2625	612-9658
293-0800-00	D & T MUFFLER & BRAKE	233 S MAIN ST	GOSHEN	IN	46526	5/19/2020	\$73.73			537-0007
308-3350-05	JOSE G GUEVARA-LUEVANO	1708 COLLEGE MANOR DR	GOSHEN	IN	46526	4/7/2020	\$60.63	1/1/1961	8262	
309-0730-04	MARDENA M RAINEY	1115 E DOUGLAS ST	GOSHEN	IN	46526	5/12/2020	\$116.39	10/28/1984	7131	214-8000
311-3030-02	ANGELA RENEE RODRIGUEZ	504 BAYBERRY DR	GOSHEN	IN	46526	3/6/2020	\$86.19	7/29/1979	0466	747-7864
311-3880-08	ALBERTO AVILA QUINTANA	902 S 14TH ST	GOSHEN	IN	46526	4/2/2020	\$94.57	8/27/1996	2766	606-2832
313-0350-03	HEATHER LONG	39 WINCHESTER TRL	GOSHEN	IN	46526	5/14/2020	\$126.93	7/20/1979		326-7011
314-0220-02	LUIS I ALVAREZ-ANGUIAN	1308 S 13TH ST	GOSHEN	IN	46526	4/29/2020	\$35.00	2/2/1988	3097	364-5560
316-1290-12	SEAN E SHUMAKER	402 S SILVERWOOD LN A	GOSHEN	IN	46526	5/5/2020	\$133.09	6/23/1975	5808	903-9590
317-0980-05	JOSEPH HUGHES	224 S 8TH ST	GOSHEN	IN	46526	3/5/2020	\$143.02	12/22/1981	5857	260-361-1408
320-0590-28	LINDA CHRISMAN	1605 BERKEY AVE	GOSHEN	IN	46526	3/2/2020	\$29.78			
320-1110-00	LARRY D MILLER	507 S RIVERSIDE BLVD	GOSHEN	IN	46526	4/9/2020	\$45.79		6098	
402-1150-08	SPENCER FLYNN	603 N 7TH ST	GOSHEN	IN	46526	3/18/2020	\$136.12	1/6/1980	6806	903-0479
402-1340-03	ALAN D HELTON	109 MIDDLEBURY ST	GOSHEN	IN	46526	3/20/2020	\$104.96	3/17/1982	4387	903-8622
402-1690-08	CATY J PATTERSON	1002 HIGHLAND DR A	GOSHEN	IN	46526	4/24/2020	\$38.20	3/19/1986	7553	326-3435
403-0310-12	BRANDY ROSS	614 CONNIE CT	GOSHEN	IN	46526	4/20/2020	\$188.52	4/22/1978	5255	370-7374
403-1500-07	MICHAEL ISNOGLE	122 CRESCENT ST	GOSHEN	IN	46526	3/3/2020	\$88.72	12/10/1994	0267	202-5906
405-0300-11	REBEKAH L KIMBLE	304 S 10TH ST	GOSHEN	IN	46526	3/17/2020	\$175.72	6/27/1983	8452	406-5212
405-1180-03	SCOTT A WILSON	117 S 23RD ST	GOSHEN	IN	46526	3/2/2020	\$218.07		7576	202-2429
405-2160-06	AMBER LYNN EVERTS	213 S 26TH ST	GOSHEN	IN	46526	3/3/2020	\$34.30	5/15/1987	8570	340-4313
405-2680-16	ADDIS D SHROCK	114 S 29TH ST	GOSHEN	IN	46526	3/2/2020	\$75.46	9/16/1991	9242	312-3712
444-0960-09	JOSE QUINONEZ	923 GEORGIA RD	GOSHEN	IN	46526	3/2/2020	\$29.78			
445-1870-09	YARI M LOPEZ	2414 W CLINTON ST 60	GOSHEN	IN	46526	3/4/2020	\$59.88	10/20/1998	4951	304-9534
445-2970-11	JACELYN BRYSTAR PUMFREY	221 TANGLEWOOD DR C	GOSHEN	IN	46526	4/27/2020	\$65.59	9/29/1995	6615	849-6607
445-3030-07	ASHLEY N DOUGLAS	223 TANGLEWOOD DR D	GOSHEN	IN	46526	3/13/2020	\$101.53	6/15/1989	4814	706-495-2263
445-3370-11	CLARENCE HOGAN	212 TANGLEWOOD DR	GOSHEN	IN	46526	3/11/2020	\$440.27	10/12/1978	5738	740-463-4291
446-0670-00	KEHINDE A ANIMASHAUN	2319 STERLING CT	GOSHEN	IN	46526	4/7/2020	\$50.08			

TOTAL: \$3,424.20

WATER WRITE OFF 2/2020

ACCOUNT #	CUSTOMER NAME	WATER AMOUNT
238-1400-11	AMIEE VANDERBERG	\$10.45
241-0530-05	ALICIA CARRILLO	\$7.08
317-0640-09	LUIS C CRUZ	\$14.99
400-2040-03	RICHARD L HUMES	\$9.36
402-0490-07	MANUELA FERNAND RODRIGUEZ	\$8.02
405-1180-04	SCOTT A WILSON	\$17.50
444-1630-01	LEROY A COX	\$68.35
445-2860-03	LORI A ATKINSON	\$19.87
446-0680-00	KEHINDE A ANIMASHAUN	\$14.13

TOTAL: \$169.75

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****

SEWER WRITE OFF 2/2020

ACCOUNT #	CUSTOMER NAME	SEWER AMOUNT
241-0530-05	ALICIA CARRILLO	\$10.55
400-2040-03	RICHARD L HUMES	\$15.40
402-0490-07	MANUELA FERNAND RODRIGUEZ	\$13.73
405-1180-04	SCOTT A WILSON	\$14.00
444-1630-01	LEROY A COX	\$122.34

TOTAL: \$176.02

**** Accounts that have a balance of \$25.00 or less, bankruptcy, deceased and agreements****



**Engineering Department
CITY OF GOSHEN**

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

MEMORANDUM

TO: Board of Public Works and Safety

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

RE: **MAIN STREET PARKING CLOSURE ALONG WEST SIDE BETWEEN LINCOLN AVE. AND CLINTON ST. (JN: 2016-0038)**

DATE: September 8, 2020

It is requested the Board of Works allow the closure of on street parking along the west side Main Street, east side of Courthouse, from Lincoln Ave. to Clinton Street from September 8 to September 29, 2020. During the closure, Niblock Excavating will remove the existing curb and sidewalk. The new curb and sidewalk will be adjusted to improve the drainage along this section of Main Street. The contractor will place signs on Friday, September 4 to notify the public of the on street parking closure. The Elkhart County Board of Commissioners has been notified of the on street parking closure and will notify the County Departments within the Courthouse.

Move to approve:

Move to approve the closure of parking spaces along the west side of Main Street between Lincoln Ave. and Clinton St. from September 8 thru September 29, 2020.

ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**Department of Community Development
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Becky Hutsell, Redevelopment Project Manager

RE: **REQUEST TO ACCEPT UTILITY EASEMENT AT 924 E. LINCOLN AVENUE**

DATE: September 8, 2020

As part of the water main project for East Lincoln Avenue, it was determined that a utility easement was needed from the property owners of 924 E. Lincoln Avenue. JRDR Properties, LLC (owners of Quality Machine) has agreed to grant the easement to the City of Goshen and the documents have been executed. We're requesting that the Board of Public Works & Safety accept the utility easement as described in the document to allow for construction of the new water main.

Requested Motion: Accept easement from JRDR Properties, LLC to allow for construction of a new water main at 924 E. Lincoln Avenue.

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

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

EASEMENT

JRDR Properties, LLC, (Grantor), grants to the **City of Goshen, Indiana** (City), a municipal corporation and political subdivision of the State of Indiana, whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for valuable consideration, an easement on the real estate (Easement) situated in Elkhart County, State of Indiana, as depicted upon the drawing attached as Exhibit A

and more particularly described as follows:

A PART OF THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, CITY OF GOSHEN, ELKHART COUNTY, INDIANA, BEING A PART OF THE PARCEL OF LAND CONVEYED TO JRDR PROPERTIES, LLC AS DESCRIBED AND RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY IN INSTRUMENT NUMBER 2007 008462, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A STONE MARKING THE SOUTHEAST CORNER OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10; THENCE NORTH 00 DEGREES 24 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 10, A DISTANCE OF 714.10 FEET TO THE POINT OF INTERSECTION OF SAID EAST LINE WITH THE CENTERLINE OF EAST LINCOLN AVENUE (INDIANA STATE ROAD NUMBER 4); THENCE SOUTH 76 DEGREES 04 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 1608.08 FEET; THENCE SOUTH 73 DEGREES 33 MINUTES 24 SECONDS WEST ALONG THE CENTERLINE OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 340.47 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND CONVEYED TO JRDR PROPERTIES, LLC; THENCE SOUTH 01 DEGREE 29 MINUTES 36 SECONDS EAST ALONG THE EAST LINE OF SAID JRDR PROPERTIES, LLC PARCEL, A DISTANCE OF 25.88 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID EAST LINCOLN AVENUE; THENCE SOUTH 73 DEGREES 33 MINUTES 24 SECONDS WEST ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 42.24 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION; THENCE SOUTH 51 DEGREES 12 MINUTES 33 SECONDS WEST, A DISTANCE OF 47.21 FEET; THENCE SOUTH 73 DEGREES 26 MINUTES 59 SECONDS WEST, A DISTANCE OF 43.91 FEET TO A POINT ON THE WEST LINE OF SAID JRDR PROPERTIES LLC, PARCEL; THENCE NORTH 01 DEGREE 24 MINUTES 30 SECONDS WEST ALONG WEST LINE OF SAID JRDR PROPERTIES LLC PARCEL, A DISTANCE OF 18.67 FEET TO A POINT ON THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID EAST LINCOLN AVENUE; THENCE NORTH 73 DEGREES 33 MINUTES 24 SECONDS EAST ALONG THE SOUTHERLY LINE OF THE RIGHT OF WAY OF SAID EAST LINCOLN AVENUE, A DISTANCE OF 82.73 FEET TO THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION CONTAINING 1,138 SQUARE FEET OR 0.026 OF AN ACRE, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND PUBLIC RIGHTS OF WAY OF RECORD.

The Easement is part of the real estate more commonly known as 924 East Lincoln Avenue, Goshen, Indiana, and part of Parcel Number 20-11-10-326-012.000-015. Grantor obtained title to the real estate by Warranty Deed recorded March 30, 2007 in the Office of the Recorder of Elkhart County, Indiana in Deed Record as Instrument No. 2007-008462

Grantor grants City access to the Easement for the purposes of installing, operating and maintaining any of the Goshen City utilities within the Easement.

All such installations, operations, and maintenance of any of the Goshen City utilities shall at all times be below grade, and none of the same shall interfere with Grantor's above grade use of the aforescribed easement area or Grantor's adjoining real estate. No other utilities of any other persons or entities shall be permitted or placed within the easement area, with the exception of a single Nipsco utility pole, that may be placed in the northeast corner of the easement area as shown on Exhibit A, which utility pole must be needed and appropriate for the providing of electrical service to the adjoining real estate of Grantor from which the easement area has been created.

City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor's adjoining real estate.

City is not obligated to replace any improvements extending over or into the Easement that may be damaged or removed during any subsequent entry.

Grantor may use, occupy and possess the Easement in a manner that is consistent with and does not interfere with City's rights contained in this Easement.

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

IN WITNESS WHEREOF, the undersigned has executed this Easement on August 28, 2020.

JRDR Properties, LLC

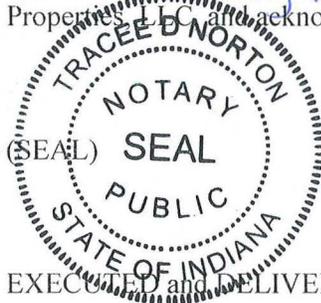
By: Jerry D. Riley

Printed: Jerry Riley

Title: owner (President)

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on August 28, 20 20, personally appeared Jerry Riley, the President of JRDR Properties LLC and acknowledged the execution of the foregoing instrument.



Tracee D. Norton
Notary Public
Printed: Tracee D. Norton
My commission expires: May 1, 2024
Commission number: 084470

EXECUTED and DELIVERED in my presence:

Witness Signature: Becky Hutson
Witness Printed Name: Becky Hutson

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public in and for said County and State, personally appeared [Witness Name] Becky Hutson, being known to me or whose identity has been authenticated by me to be the person whose name is subscribed as a Witness to the foregoing instrument, who, being duly sworn by me, deposes and says that the foregoing instrument was executed and delivered by Signer Name as Title of Entity in the above-named subscribing Witness's presence, and that the above-named subscribing Witness is not a party to the transaction described in the foregoing instrument and will not receive any interest in or any proceeds as a result of the transaction.



Witness my hand and Notarial Seal this 28 day of August, 20 20.
Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of Elkhart County, Indiana
My Commission Expires: May 1, 2024
Commission Number: 084470

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

ACCEPTANCE

The **City of Goshen, Indiana**, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from **JRDR Properties, LLC** and accepts the Easement pursuant to the terms and conditions on _____, 20____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Jeremy P. Stutsman the Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, and acknowledged the execution of the Acceptance.

(SEAL)

Notary Public
Printed: _____
My commission expires: _____
Commission number: _____

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

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).