



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. November 16, 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 – Nov. 9

Changes to Agenda

- (1) Police Department Promotion of Jacob M. Lambright to Patrol Officer (Miller)
- (2) Request for Temporary Downtown Street Closures (Adrienne Nesbitt, DGI)
- (3) Award Quote for Purchase of Patrol-rated Sedan with Sorg Dodge, Inc. (Newcomer)
- (4) Eisenhower Dr. N & S Pavement Replacement Bids, JN: 2020-0013 (D. Sailor)
- (5) Agreement Amendment with Alexander Chemical Corporation (Marks)
- (6) Indiana Public Employers' Plan, Inc. Grant Agreements (Theresa Sailor)
- (7) Downtown EID Snow Removal Agreement with Aquascapes of Michiana (Scharf)
- (8) Resolution 2020-30: Approve Revised Design Standards and Specification for Parking and Driveway Surfaces (Stegelmann)
- (9) Eisenhower Dr. N & S Track Repair, Temp Road Closure, JN: 2020-0013 (D. Sailor)



(10) Extension of Steury Ave. Southbound Lane Closure, JN: 2019-0037 (D. Sailor)

(11) NIPSCO Lane Restrictions on Dierdorff Rd. (D. Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



MINUTES of November 9, 2020 Regular Meeting

Board of Public Works & Safety and Stormwater Board

Held 2:00 p.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

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

Absent: None

Minutes of November 2 were presented

Nichols/Landis moved to approve minutes of November 2 as presented. Passed 3-0

Nichols/Landis moved to add items #20 (Wheel Loader) and #21 (Public Notice for U.S. Hwy 33) to the agenda and to approve the agenda as amended. Passed 3-0

Promotion of Four Members of the Goshen City Fire Department

Assistant Chief Anthony Powell presented the packet memos requesting the promotions of: Bruce Nethercutt to Assistant Chief, Patrick Linn to Fire Captain, Travis Peak to Fire Lieutenant and Andrew S Priem to Fire Sergeant.

Nichols/Landis moved to approve the promotions of Bruce Nethercutt to Assistant Chief, Patrick Linn to Fire Captain, Travis Peak to Fire Lieutenant and Andrew Priem to Fire Sergeant effective as of Nov. 13, 2020. Passed 3-0

Bruce Nethercutt and Patrick Linn were sworn in by Mayor Jeremy Stutsman.

[Travis Peak and Andrew Priem were not present and will be sworn in at a later date.]

Open Quotes for Patrol-rated Police Sedan Purchase

Mayor Stutsman opened the sealed quotes and read the following prices:

Lochmandy Motors - \$32,407 per car

Sorg Dodge - \$27,426 per car

Kelly Chevrolet - \$28,615 per car

Stutsman/Nichols moved to refer quotes to Legal Dept. and Central Garage for review. Passed 3-0



Advertising for 2021 Sidewalk Paving and 50/50 Program, PN: 2021-0001

Civil City Engineer Josh Corwin presented the packet memo.

Member Mike Landis asked to clarify when quotes were due. Corwin stated they were due Nov. 30, 2020.

Nichols/Landis moved to approve 2021 Sidewalk Paving and 50/50 Program to be advertised Nov. 13 and 20, 2020. Passed 3-0

Advertising for 2021 Concrete Paving Project, PN: 2021-0002

Corwin presented the packet memo.

Nichols/Landis moved to approve 2021 Concrete Paving Project to be advertised on Nov. 13 and 20, 2020. Passed 3-0

Advertising for 2021 Asphalt Paving Project, PN: 2021-0002

Corwin presented the packet memo.

Nichols/Landis moved to approve 2021 Asphalt Paving Project to be advertised on Nov. 13 and 20, 2020. Passed 3-0

2020 Bridge Inspection Report, JN: 2020-0015

Corwin presented the packet memo and made a presentation. *[PowerPoint file attached to PDF version of this document.]*

Landis asked if the Madison Street Bridge was a separate project. Corwin stated that this bridge is going to be replaced entirely.

Clerk-Treasurer Adam Scharf asked if the County instead of the City could take over the care of the Waverly Ave Bridge. Corwin state that this can be discussed with the County.

Nichols/Landis moved to approve 2020 Bridge Inspection Report. Passed 3-0



Advertising for 2021 Bridge Repair and Maintenance Project, PN: 2021-0010

Corwin presented the packet memo.

Nichols/Landis moved to approve 2021 Bridge Inspection Repair and Maintenance Project to be advertised on Nov. 13 and 20, 2020. Passed 3-0

Agreement for Plans and Specifications for Bridge Repair and Maintenance with DLZ Indiana, LLC

Legal Compliance Administrator Shannon Marks presented the packet memo.

Nichols/Landis moved to approve and execute the agreement with DLZ Indiana, LLC for plans and specifications for bridge repair and maintenance. Passed 3-0

Downtown ADA Evaluation by Abonmarche, JN: 2016-0038

Director of Public Works Dustin Sailor presented the packet memo.

Nichols/Landis moved to award the Downtown ADA Evaluation to Abonmarche Consulting in the amount of \$11,900. Passed 3-0

Change Order 4: Police Training Facility, JN: 2018-0014

Sailor presented the packet memo.

Nichols/Landis moved to approve Change Order 4 for the Goshen Police Department Shooting Range Training Center Contract for an increase of 5 days and \$12,598.50. Passed 3-0

Agreement: Police Training Facility Audiovisual Installation, JN: 2018-0014

Sailor presented the packet memo.

Nichols/Landis moved to approve a contract with Imagination Pro Media Inc. to install audiovisual equipment at the Goshen Police Department Training Facility for \$17,392.14. Passed 3-0



Agreement: Fire Dept. Aerial Truck Corrosion Repair with Pierce Manufacturing, Inc.

Paralegal Carla Newcomer presented the packet memo.

Landis asked how a set price could be determined if the extent of the corrosion was unknown. Flier Manager Carl Gaines said the entire vehicle would have to be disassembled. Landis asked again how the price could be determined beforehand. Gaines said he wished it was not that way.

Nichols/Landis moved to approve and execute the agreement with Pierce Manufacturing Inc. for corrosion repair on the Fire Department aerial truck. Passed 3-0

Grant Agreement: Interfaith Hospitality Network for Warming Shelter

Mayor Stutsman presented the agreement, noting it was similar to the arrangement last year. Said it was his hope soon to participate to have an actual shelter built.

City Attorney Bodie Stegelmann said this year the warming shelter will be located on Eisenhower Dr.; City's funds will be matched by Community Foundation of Elkhart County and private contractors have reduced prices for some of their work.

Nichols/Landis moved to approve the Grant Agreement with dollar amount of \$16,641.50 with Interfaith Hospitality Network. Passed 3-0

Acceptance of Easement at 1001 W. Pike St.

Marks presented the packet memo.

Nichols/Landis moved to accept the Easement of the Goshen City Utilities purposes from LV Goshen Holdings, LLC and authorize the Mayor to execute the acceptance. Passed 3-0

Extension of Indiana Ave. and High St. Shoulder Work for Lassus Fuel, JN: 2019-2037

Sailor presented the packet memo.

Nichols/Landis moved to approve an extension of the shoulder work on Indiana Ave. and High St. from U.S. Hwy 33 Pike St. to Wilkinson St. until Nov. 20, 2020. Passed 3-0



Sidewalk Restriction for Painting at 108-110 N. Main St

Clerk-Treasurer Adam Scharf presented the packet memo.

Nichols/Landis moved to approve the use of sidewalk at 108 and 110 N Main St. for façade painting work Nov. 5-9, 2020. Passed 3-0

Compact Wheel Loader Bid

Carl Gaines presented the memo (attached as Exhibit A).

Gaines recommended that the board award the quote of \$46,984 to RPM Machinery.

Nichols/Landis moved to award the quote for purchase of the Compact Wheel Loader and trade in 1987 Dresser Upgrade and 1993 Case Loader Model 821B for total purchase price of \$46,984 to RPM Machinery as the lowest responsive quote and also move to approve and execute the agreement with RPM Machinery for purchase of the Compact Wheel Loader and trade in the 1987 Dresser Upgrader and 1993 Case Loader Model 821B. Passed 3-0

Public Notice for U.S. 33, JN: Streets

Sailor presented the memo (attached as Exhibit B).

Sailor explained that INDOT approved NIPSCO to shut down parts of U.S. 33 in four 30-minute increments to install new conductors.

[Informational only; no action taken]

PRIVELEGE OF THE FLOOR: No one spoke

Stutsman/Landis moved to approve Civil City and Utility claims and to adjourn. Passed 3-0

Adjournment at 2:40 p.m.



Exhibit A: Award Quote for Compact Wheel Loader and Agreement with RPM Machinery (7 pgs)

Exhibit B: Public Notice: US Hwy 33 Traffic Congestion Nov. 12 (1 pg)

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

EXHIBIT A: 11-9-20 (7 pgs)



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 9, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Award Quote for Compact Wheel Loader and Agreement with RPM Machinery

The City solicited sealed quotes for a Compact Wheel Loader in accordance with IC 5-22-8-3. Below is a summary of the quotes submitted:

- RPM Machinery, 3911 Limestone Drive, Ft. Wayne, IN 46809 \$77,984.00
- Less trade in for Dresser Grader A-Model: 500E (\$10,000.00)
- Less trade in for Case Loader -Model: 821B (\$21,000.00)

The Street Department would like to purchase the Compact Wheel Loader and trade-in the 1987 Dresser Grader and a 1993 Case Loader Model 821B for a total purchase price of \$46,984.00 to RPM Machinery as the lowest responsible and responsive quoter.

Suggested motions:

Move to award the quote for purchase of the compact wheel loader and trade-in the 1987 Dresser Grader and a 1993 Case Loader Model 821B for a total purchase price of \$46,984.00 to RPM Machinery as the lowest responsible and responsive quoter.

Move to approve and execute the Agreement with RPM Machinery for purchase of the Compact Wheel Loader and trade-in the 1987 Dresser Grader and the 1993 Case Loader Model 821B.

CONTRACT

**COMPACT WHEEL LOADER PURCHASE
SOLICITATION NO. 2020-003**

THIS CONTRACT is made and entered into on this ____ day of _____, 2020, by and between the City of Goshen, Indiana by the Goshen Board of Public Works and Safety, hereinafter referred to as "City," and RPM Machinery, hereinafter referred to as "Supplier."

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF PURCHASE

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the "Compact Wheel Loader Purchase, 2020-003" in accordance with and as described in further detail in this contract and in the Specification Documents the terms of which are incorporated by reference. The scope of the purchase shall include the purchase of:

- (1) 2020 Case 221F Wheel Loader, as specified by City and quoted by Supplier

In addition, Supplier shall also accept the City's trade-in of a 1993 Case Loader, Model: 821B, Serial# JK0024425 and a 1987 Dresser Grader A-500E, Serial # G81001U100233, and apply the trade-in allowance to the purchase price.

In the event of a conflict between a provision in the Specification Documents and the Supplier's quote, the Specification Documents shall control unless specifically modified by this contract.

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

DELIVERY

The goods, materials and/or equipment to be purchased for this project shall be delivered by February 22, 2021.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for the goods, materials and/or equipment provided, including the trade-in allowance, provided in this contract in accordance with the Supplier's itemized quote as shown below for the sum of Forty-Six Thousand Nine Hundred Eighty-Four Dollars (\$46984.00)

2020 Compact Wheel Loader	\$77,984.00
Trade-in Allowance for 1993 Case Loader	(\$21,000.00)
Trade-in Allowance for 1987 Dresser Grader A-500E	(\$10,000.00)
Total Purchase Price	<u>\$46,984.00</u>

Payment to the Supplier for the purchase under this contract shall be made upon acceptance of the delivery of the equipment. The Supplier shall submit a detailed invoice based on established contract price to the following address for payment:

City of Goshen, Indiana
c/o Goshen Street Department
475 Steury Avenue
Goshen, IN 46528

Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check. Any payment made by the City before final acceptance of the goods, supplies, materials and/or equipment shall not affect the obligation of the Supplier to repair or replace any defective parts.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence. In the event delivery of the goods, materials and/or equipment is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

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

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be a material breach of the contract.

INDEMNIFICATION

The Supplier agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

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

If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies, materials and/or equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for goods, materials and/or equipment provided and expenses reasonably incurred prior to notice of termination.

- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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

AMENDMENTS

It is mutually understood and agreed that no alteration or variation of the terms in this contract including the scope of purchase, provision of the purchase and compensation, and that no alteration or variation of the conditions of this contract shall be binding unless specifically agreed to in writing by the parties and approved by Board of Public Works and Safety. Any modification or amendment to the terms and conditions of the contract shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the contract shall be of no force and effect.

WAIVER OF RIGHTS

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

NOTICES

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

Address for notices to the City:

City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Address for notices to Supplier:

RPM Machinery
3911 Limestone Drive
Ft. Wayne, IN 46819

APPLICABLE LAWS

The Supplier agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.

MISCELLANEOUS

Any provision of this contract or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the contract.

In the event of a conflict between these contract documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern. Any special conditions included with this Contract which varies from these General Terms and Conditions shall have precedence.

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.

In the event legal action is brought to enforce or interpret the terms and conditions of this contract, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party including reasonable attorney's fees.

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract.

SEVERABILITY

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

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

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

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

RPM MACHINERY

Jeremy P. Stutsman, Mayor

Kevin Knuth, Sales Representative

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: November 9, 2020



EXHIBIT B; 11-9-20 (1 pg)

Engineering Department
CITY OF GOSHEN

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **PUBLIC NOTICE – US HWY 33 – TRAFFIC CONGESTION, NOVEMBER 12
(JN: STREETS)**

DATE: November 09, 2020

On Monday, November 9, 2020, the City received notice from INDOT about short-term road closures that will occur along US Hwy 33 at College Avenue. NIPSCO has requested to close US Hwy 33 to install conductors (i.e., wires) across the road. The road closure will begin on the evening of November 12, starting at 7:00 pm. NIPSCO will shutdown traffic on US Hwy 33, for 30-minute periods. NIPSCO anticipates four (4) shutdowns will be necessary.

INDOT has approved NIPSCO's requested, but has requested east/west traffic on College Avenue remain open during temporary shutdowns on US Hwy 33, and has requested that backed up traffic on US Hwy 33 be cleared between each shutdown.



Jose' D. Miller

Chief of Police

111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Jeremy Stutsman
Member Mary Nichols
Member Mike Landis

Date: November 16th, 2020

From: Jose' Miller, Chief of Police

Reference: Promotion of Jacob M. Lambright from Probationary Patrol Officer to Patrol Officer

I am requesting the Goshen Board of Public Works and Safety approve the promotion of Jacob M. Lambright from the position of Probationary Patrol Officer to the rank of Patrol Officer effective November 19th, 2020. As of November 19th, 2020, Officer Lambright will have completed his twelve (12) month probationary period. Officer Lambright has demonstrated he will be a great addition to the Goshen Police Department and to this community.

Jacob will be present for the Board of Works Meeting.

Respectfully,

Jose' Miller #116
Chief of Police
Goshen City Police Department
111 E. Jefferson Street
Goshen, IN. 46528

Telephone: (574) 533-8661

Hearing Impaired: (574) 533-1826

FAX: (574) 533-1826



City Clerk-Treasurer

CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

To: Board of Public Works & Safety

From: Adam Scharf

Re: Downtown Temporary Street Closure Requests by Downtown Goshen, Inc.

Date: 16 November 2020

Adrienne Nesbitt, representing Downtown Goshen Inc., plans to attend the November 16 meeting to present details and answer questions regarding the following requests:

1. Temporary closure of W. Washington St. for a tree lighting ceremony
Dec. 4, 5:00-6:00 p.m.
2. Temporary closure of S. Main St. between Lincoln Ave. and Jefferson St. for
The Fire and Ice Festival, Dec. 31, 2020 – Jan. 2, 2021



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 16, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Award Quote for Purchase of Patrol Rated Sedan with Sorg Dodge, Inc.

The City solicited sealed quotes for the purchase of a Patrol Rated Sedan in accordance with Indiana Code § 5-22-8-3.

Below is a summary of the quotes submitted:

2021 Patrol Rated	<u>Sorg Dodge, Inc.</u>	Kelley Auto Group	Lochmandy Motors
Sedan -Dodge Charger	1811 Elkhart Road Goshen, IN 46526	920 N.Nappanee St. Elkhart IN	818 Avenue of Autos, Ft. Wayne, IN
	\$27,426.00	\$28,615.00	\$32,407.00

The Police Department would like to purchase four (4) 2021 patrol rated sedans for a total purchase price of \$109,704.00 from Sorg Dodge, Goshen, Indiana.

Suggested motions:

Move to award the quote for purchase of the 2021 Patrol Rated Sedan for a total purchase price of \$109,704.00 from Sorg Dodge, Inc. as the lowest responsible and responsive quoter.

Move to approve and execute the Agreement with Sorg Dodge, Inc. for the purchase of four (4) 2021 Patrol Rated Sedan(s) for a total cost of \$109,704.00.

CONTRACT

**2021 DODGE CHARGER POLICE AWD (LDEE48)
SOLICITATION NO. 2020-004**

THIS CONTRACT is made and entered into on this ____ day of _____, 2020, by and between the **City of Goshen, Indiana** by the Goshen Board of Public Works and Safety, hereinafter referred to as “City,” and **Sorg Dodge, Inc.**, hereinafter referred to as “Supplier.”

WITNESSETH, that the City and the Supplier mutually agree as follows:

SCOPE OF PURCHASE

The Supplier shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the “2021 Dodge Charger Police AWD (LDEE48), 2020-004” in accordance with and as described in further detail in this contract and in the Specification Documents the terms of which are incorporated by reference. The scope of the purchase shall include the purchase of:

Four (4) 2021 Dodge Charger Police AWD (LDEE48), as specified by City and quoted by Supplier

In the event of a conflict between a provision in the Specification Documents and the Supplier’s quote, the Specification Documents shall control unless specifically modified by this contract.

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

DELIVERY

The goods, materials and/or equipment to be purchased for this project shall be delivered by February 22, 2021.

COMPENSATION, BASIS AND METHOD OF PAYMENT

The City agrees to compensate Supplier for the goods, materials and/or equipment provided in this contract for the unit price of Twenty-Seven Thousand Four Hundred Twenty-Six Dollars (\$27,426.00) for a total purchase price of One Hundred Nine Thousand Seven Hundred Four Dollars (\$109,704.00).

Payment to the Supplier for the purchase under this contract shall be made upon acceptance of the delivery of the equipment. The Supplier shall submit a detailed invoice based on established contract price to the following address for payment:

City of Goshen, Indiana
c/o Goshen Street Department
475 Steury Avenue
Goshen, IN 46528

Supplier is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) calendar days of the receipt of a detailed invoice, provided all invoiced items are received and satisfactory performance of the Supplier has been attained. Payment is deemed to be made on the date of mailing the check. Any payment made by the City before final acceptance

of the goods, supplies, materials and/or equipment shall not affect the obligation of the Supplier to repair or replace any defective parts.

LIQUIDATED DAMAGES

It is agreed by the parties that time is of essence. In the event delivery of the goods, materials and/or equipment is not made within the time set forth in this contract, damage will be sustained by the City. The parties further agree that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay. Therefore, it is agreed that the Supplier shall pay to the City of Goshen, as fixed and liquidated damages, and not as a penalty, One Hundred Dollars (\$100.00) per calendar day for each and every calendar day's delay in making delivery in excess of the time specified. It is further agreed that in the event such damages are sustained by the City, the City may deduct the amount of the liquidated damages from any moneys due or that may become due to the Supplier under this contract.

INDEPENDENT CONTRACTOR STATUS

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

NON-DISCRIMINATION

The Supplier agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. The Supplier agrees the Supplier or any subcontractors, or any other person acting on behalf of the Supplier or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to the employee's hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant will be a material breach of the contract.

INDEMNIFICATION

The Supplier agrees to indemnify and hold harmless the City of Goshen, its agents, officers, and employees from any and all liability, obligations, claims, and suits, including court costs, attorney's fees, and other expenses, caused by an act or omission of the Supplier and its agents, officers, and employees or resulting from or related to the Supplier's performance or failure to perform as specified in this contract.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence such as natural disaster or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately, but shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

DEFAULT

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

If Supplier fails to provide the goods, supplies, materials and/or equipment or comply with the provisions of this Contract, then Supplier may be considered in default.

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

- (1) There is a substantive breach by Supplier of any obligation or duty owed under the provisions of this Contract.
- (2) Supplier is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Supplier becomes insolvent or in an unsound financial condition so as to endanger performance under the Contract.
- (4) Supplier becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Supplier or any of Supplier's property.
- (6) Supplier is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Supplier unable to provide the goods, supplies, materials and/or equipment under the contract.
- (7) The contract or any right, monies or claims are assigned by Supplier without the consent of the City.

TERMINATION

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

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Supplier shall be paid for goods, materials and/or equipment provided and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Supplier. In such event, the City may issue a written notice of default and provide a period of time in which Supplier shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar goods, supplies, materials and/or equipment in any manner deemed proper by the City, and Supplier shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

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

CONTRACTING WITH RELATIVES

Pursuant to IC 36-1-21, Supplier who is an individual who is a relative of an elected official of the City of Goshen or a business entity that is wholly or partially owned by a relative of an elected official of the City of Goshen hereby certifies that they have notified in writing both the elected official of the City of Goshen and the City’s legal department prior to entering into this contract.

SEVERABILITY

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

AUTHORITY TO BIND SUPPLIER

Notwithstanding anything in the contract to the contrary, the signatory for the company/business represents that he or she has been duly authorized to execute contracts on behalf of the company/business and has obtained all necessary or applicable approvals to make this contract fully binding upon the company/business when his or her signature is affixed and is not subject to further acceptance

BINDING EFFECT

All provisions, covenants, terms and conditions of the contract apply to bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

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

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

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

Sorg Dodge, Inc

Jeremy P. Stutsman, Mayor

Bart Templeton

Date: _____

Michael Landis, Member

Mary Nichols, Member

Date: November 9, 2020



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **EISENHOWER DRIVE NORTH AND SOUTH PAVEMENT REPLACEMENT
(JN:2020-0013)**

DATE: November 16, 2020

Goshen Engineering requests permission to solicit bids for the Eisenhower Drive North and South Pavement Replacement project. The work entails the full depth replacement of the pavement on Eisenhower Drive North and South from Dierdorff Road to Dierdorff Road.

The work will be advertised on November 20 and November 27, with bids due December 7. Project award will be issued by the Goshen Redevelopment Commission, as the funding group, on December 8.

Requested Motion: Move to approve the solicitation of bids for the Eisenhower Drive North and South Pavement Replacement project.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

November 16, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Agreement Amendment with Alexander Chemical Corporation

Goshen Utilities recommends that the City extend the term of the original agreement dated December 26, 2018 with Alexander Chemical Corporation for the purchase of chemicals. This extension is for a second, one-year term through December 31, 2021 and based on the same terms and conditions as the original agreement.

Suggested Motion:

Move to approve and execute the attached Agreement Amendment with Alexander Chemical Corporation.

AGREEMENT AMENDMENT

Purchase of Chemicals

THIS AGREEMENT AMENDMENT is entered into on _____, 2020, by and between **Alexander Chemical Corporation** (“Alexander”), whose mailing address is 315 5th Street, PO Box 599, Peru, IL 61354, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

RECITALS

- (1) City and Alexander entered into an Agreement on December 26, 2018 for the City’s purchase and Alexander’s supply of chlorine, hydrofluosilicic acid, and mercury free/reduced sodium hypochlorite.
- (2) Upon written approval of both parties, the Agreement may be renewed for three additional one-year terms under the same terms and conditions.
- (3) The parties wish to renew the Agreement for the second one-year term.

In consideration of the terms, covenants and conditions to be kept and performed under the original Agreement dated December 26, 2018, and under the terms, covenants and conditions of this amendment, the parties agree as follows:

TERM

The term of the Agreement for the City’s purchase and Alexander’s supply of chlorine, hydrofluosilicic acid, and mercury free/reduced sodium hypochlorite shall be extended through December 31, 2021.

ORIGINAL AGREEMENT

In all respects, all other provisions of the original Agreement dated December 26, 2018 shall remain in full force and effect.

AUTHORITY TO EXECUTE

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

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

City of Goshen, Indiana

Goshen Board of Public Works and Safety

Alexander Chemical Corporation

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

Date: _____

Printed: _____

Title: _____

Date: _____

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of Nov 16, 2020 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and _____
The City of Goshen, Indiana ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of \$ 258.00 ("Grant Amount") to be used exclusively for:

one (1) sit/stand adjustable height desktop, one (1) pocket LED lighted microscope & one (1) travel case for microscope, one (1) wireless digital handheld inspection camera with stand ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee reasonably related to this grant that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall

create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

6. Waiver, Release and Indemnity. Grantee, for itself and on behalf of its successors, assigns and representatives, as applicable, hereby unconditionally and irrevocably releases IPEP and its officers, directors, members, agents, employees, volunteers and assigns and any of its parents, related and/or subsidiary organizations (collectively, the "IPEP Persons") from any claims or liability, injury, loss or damage in any way connected with the items purchased or programs created in connection with this Agreement and, to the extent permitted by law, hereby indemnifies and holds the IPEP Persons harmless from and against any loss, damage, cost and/or expense (including reasonable attorneys' fees) with respect to any and all liabilities, claims, actions or suits that may arise in whole or in part (other than those attributable to the sole negligence of the IPEP Persons) in connection with the ownership or use of the items purchased or programs created in connection with this Agreement.

7. Affirmation. Grantee affirms it is a member of IPEP in good standing as of the Effective Date.

8. Notices. All notices or requests shall be in writing and shall be effective (x) on the next business day after being deposited with a nationally recognized courier service promising next business day delivery or (y) three (3) days after being deposited in the U.S. Mail, first class, postage prepaid, at the addresses specified below (which may be changed by notice):

To Grantee: City of Goshen Engineering Department
202 S. 5th St.
Goshen, Indiana 46528

To IPEP: IPEP
c/o Aaron Alsup
302 S. Reed Road
P.O. Box 1247
Kokomo, IN 46903-1247

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Indiana. The rights under this Agreement are personal to Grantee and may not be assigned without the prior written consent of IPEP. No delay or failure to enforce its rights hereunder shall be a waiver by IPEP of any of its rights hereunder. This Agreement may be executed in multiple counterparts.

[Signatures appear on the following page]

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of Nov 16, 2020 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and _____
The City of Goshen, Indiana ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of \$ 280.00 ("Grant Amount") to be used exclusively for:

one (1) ergonomic chair
("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee reasonably related to this grant that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of Nov 16, 2020 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and _____
The City of Goshen, Indiana ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of \$ 205.00 ("Grant Amount") to be used exclusively for:

one (1) sit/stand adjustable height desktop ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee reasonably related to this grant that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of Nov 16, 2020 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and _____
The City of Goshen, Indiana ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of \$ 312.00 ("Grant Amount") to be used exclusively for:

one (1) sit/stand adjustable height desktop, one (1) 3M Sit/Stand Keyboard Tray, adjusts and tilts ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee reasonably related to this grant that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title

GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of Nov 16, 2020 ("Effective Date") by and between Indiana Public Employers' Plan, Inc. ("IPEP") and _____
The City of Goshen, Indiana ("Grantee").

RECITALS

A. IPEP desires to grant and Grantee desires to receive a grant for safety equipment or safety programs that will reduce the risk of workplace injuries.

NOW, THEREFORE, the parties hereby agree as follows:

1. Grant. IPEP hereby grants to Grantee the amount of \$ 1,675.00 ("Grant Amount") to be used exclusively for:

one (1) AED Defibrillator & one (1) wall mount case
(Physio-Control Lifepak CR Plus AED, part number 80403-000149, fully automatic & the Cardiac Science AED Wall Cabinet - Surface Mount w/Audible Alarm-Part Number: 50-00392-20) ("Grant Purpose"). IPEP will pay Grantee the grant amount within ten (10) days after the Effective Date of this Agreement.

2. Grantee's Duties and Responsibilities. Grantee agrees to make the expenditure of the Grant Amount only for the Grant Purpose and in accordance with the information contained in its application. Grantee shall allow IPEP staff to inspect the items purchased or review the programs created in connection with this Agreement solely to insure compliance with the Grant Purpose. Grantee shall notify IPEP of the expenditure of the Grant Amount and provide a written receipt reflecting the purchase and full payment of any items purchased of other funds expended in furtherance of this Agreement within thirty (30) days of the expenditure. Grantee shall repay IPEP any portion of the Grant Amount that is either (x) not used in accordance with this Agreement within one (1) year of the Effective Date of this Agreement or (y) expended for any purpose other than the Grant Purpose.

3. Transfer. If, within three (3) years of the Effective Date of this Agreement, Grantee disposes or otherwise transfers for value items purchased in connection with this Agreement, Grantee shall notify IPEP immediately upon such transfer and repay to IPEP the proceeds received from such disposition or transfer unless the proceeds are used within one (1) year to purchase items or create programs intended to enhance public safety or reduce the risk of workplace injuries.

4. Recordkeeping. Grantee shall honor any request from IPEP for information in the possession of Grantee reasonably related to this grant that IPEP desires for recordkeeping or auditing purposes. Grantee agrees to provide such information to IPEP within thirty (30) days of request therefor.

5. No Partnership, Joint Venture or Agency. Items purchase in connection with this Agreement shall be the property of Grantee and not IPEP. Grantee shall be solely responsible for the condition, use and implementation of any item purchased or program created and IPEP shall have no involvement or decision making with respect thereto. Nothing in this Agreement shall

create or be construed to create a partnership, joint venture or agency relationship between IPEP and Grantee.

6. Waiver, Release and Indemnity. Grantee, for itself and on behalf of its successors, assigns and representatives, as applicable, hereby unconditionally and irrevocably releases IPEP and its officers, directors, members, agents, employees, volunteers and assigns and any of its parents, related and/or subsidiary organizations (collectively, the "IPEP Persons") from any claims or liability, injury, loss or damage in any way connected with the items purchased or programs created in connection with this Agreement and, to the extent permitted by law, hereby indemnifies and holds the IPEP Persons harmless from and against any loss, damage, cost and/or expense (including reasonable attorneys' fees) with respect to any and all liabilities, claims, actions or suits that may arise in whole or in part (other than those attributable to the sole negligence of the IPEP Persons) in connection with the ownership or use of the items purchased or programs created in connection with this Agreement.

7. Affirmation. Grantee affirms it is a member of IPEP in good standing as of the Effective Date.

8. Notices. All notices or requests shall be in writing and shall be effective (x) on the next business day after being deposited with a nationally recognized courier service promising next business day delivery or (y) three (3) days after being deposited in the U.S. Mail, first class, postage prepaid, at the addresses specified below (which may be changed by notice):

To Grantee: City of Goshen Parks Department
202 S. 5th St.
Goshen, Indiana 46528

To IPEP: IPEP
c/o Aaron Alsup
302 S. Reed Road
P.O. Box 1247
Kokomo, IN 46903-1247

9. Miscellaneous. This Agreement shall be governed by the laws of the State of Indiana. The rights under this Agreement are personal to Grantee and may not be assigned without the prior written consent of IPEP. No delay or failure to enforce its rights hereunder shall be a waiver by IPEP of any of its rights hereunder. This Agreement may be executed in multiple counterparts.

[Signatures appear on the following page]

IN WITNESS WHEREOF, IPEP and Grantee have caused this Agreement to be executed and delivered as of the Effective Date.

INDIANA PUBLIC EMPLOYERS' PLAN, INC.

By: _____
Signature

Printed Name and Title

GRANTEE

By: _____
Signature

Printed Name and Title



City Clerk-Treasurer
CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

16 November 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Downtown Economic Improvement District Snow Removal Agreement with Aquascapes of Michiana

Downtown EID requests expedited approval of a Snow Removal Agreement with Aquascapes of Michiana given the possibility that snowfall could be imminent at this time of year.

Legal Department has not reviewed the proposed contract.

Upon preliminary review by Finance & Records Department, items of potential concern include:

1. Assignment of liability for any damage to obstacles that protrude from the pavement to Customer (i.e. City of Goshen)
2. Our understanding from verbal conversation that a vehicle owned by the City of Goshen would be used to provide this service, but that arrangement is not addressed in the agreement
3. Payment terms of only 15 days before 18% per annum interest accrues
4. Provision that any action brought under this agreement proceed in St. Joseph County courts



Snow Removal Agreement

Aquascapes of Michiana, LLC and Economic Improvement District of Goshen enter into this agreement for snow-removal services.

Scope of Work

Aquascapes will supply labor necessary to perform snow-removal and salting services at property; Downtown Goshen sidewalks highlighted in ariel map.

Economic Improvement District of Goshen will supply equipment and fuel necessary to perform snow-removal and salting services.

Aquascapes' snow-removal service will commence when *one and a half inches*, or more, of snow accumulates as determined by Aquascapes. This includes all days of the week and holidays. Aquascapes promises to commence its service in a timely manner. In the event of snowfall of less than *one* inch of total accumulation, Customer may notify Aquascapes as to the necessity of snowplowing services.

If salting (or applying another melting agent) service is included in this Agreement, it will commence after the snow is removed.

The Customer may request additional snow removal or salting services from the Aquascapes, but such requests are subject to the Aquascapes' approval. Additional charges will apply for additional requests.

The Customer must keep plowing areas clear of vehicles, debris, and other obstacles to ensure a thorough plowing. Aquascapes will stay a minimum of two feet away from all vehicles or other objects in the plowing area. If a vehicle is blocking the area to be plowed, Aquascapes will only plow the open portion of the plowing area. If Aquascapes is called back to plow the remainder of the area where vehicles or debris had been in the way, the Customer will be billed a prorated amount. Aquascapes is not responsible for clearing of spaces that contain vehicles, debris, dumpsters, or obstacles.

Pricing

The price for snow removal will be based on a per hour rate during each service.

Depth of snow	Price (per hour)
1-3 inches	\$ 50.00
3-5 inches	\$ 50.00
5-8 inches	\$ 50.00
8-12 inches	\$ 50.00
>12 inches	Multiple service visits

Salting services will cost \$1 per pound of salt spread. If the customer requests a different melting agent, the price-per-pound may be adjusted, but Aquascapes will provide Customer with the cost prior to spreading a different melting agent.

Snow/ice maintenance on holidays will be charged at a 20% premium. Holidays include: Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, and Easter.

Liability

The Customer maintains the responsibility for monitoring and inspecting premises. The Customer understands that plowing or salting a particular location may not clear the area to "bare pavement" and that slippery conditions may continue even after plowing or salting services have occurred. The Customer understands that Aquascapes assumes no liability for this naturally occurring condition. The Customer acknowledges that weather conditions may change rapidly and without notice and that Aquascapes assumes no liability for such changes in conditions.

The Customer is responsible for any damage to obstacles that protrude from the surface of the pavement. This includes utilities such as water shut offs, electrical boxes, sewer vents & clean outs and any other obstacles on or within 10" of the pavement. Customer understands that snow plowing, by its very nature, involves pushing a blade over the surface of the pavement. If the pavement is defective, deteriorated, weakened, frost heaved, or was installed improperly, additional damage is possible after snow plowing. Aquascapes is not responsible for any damages to pavement or curbs unless Aquascapes has been grossly negligent in its work. Customer is responsible for all damage caused to and by hidden objects.

If sidewalk-snow maintenance is included in the project, the Customer understands that the sidewalk crews may not work safely if temperature and wind conditions combined, make the wind-chill factor below zero degrees Fahrenheit. The Customer agrees and understands that Aquascapes reserves the right to stop working in these severe conditions (without penalty), so as not to force unsafe conditions upon its employees.

Aquascapes is not responsible for incidental damages from plowing or deicing materials to ground cover, shrubbery, landscape lighting, parking curbs, paver bricks, hardscapes, blacktop surfaces, concrete, movement of gravel, moving of vehicles, and snow piling around parked vehicles or other objects.

Indemnification

Customer agrees to indemnify and save harmless Aquascapes, and its employees, against all claims by the Customer, its employees or third parties, their heirs, executors, administrators, successors, surrogates, or assignees, arising actually or allegedly out of or resulting from the performance of work described in this agreement including claims for death, injuries to persons or damage to property.

Customer will defend all suits and claims arising from or incidental to the work under the Agreement, at its own expense, pay all attorney fees and costs and any judgment rendered against Aquascapes, its employees or agents.

Insurance

Aquascapes maintains appropriate insurance coverage, including comprehensive-general-liability coverage for bodily-injury and property claims and automobile-liability coverage on all vehicles, equipment, and their operators. Aquascapes also maintains worker's compensation at the required statutory limits.

Payment

Customer agrees to pay all invoices within fifteen days of receipt. Unpaid balances after fifteen days will accrue interest at 18% per annum. Customer agrees to pay all costs associated with collecting past-due balances including, but not limited to, all attorney's fees and costs.

Term

The term of this contract is one year. The contract is renewable upon agreement of the parties.

Cancellation/Cancellation Fees

Customer may cancel this Agreement by written 30-day notification. Payments for services rendered are due and payable upon such cancellation. Due to the increased high demand of our snow plowing service, Aquascapes may withdraw this Agreement if not accepted within 30 days, or, if Aquascapes' plowing schedule is filled before being received from Customer.

If Customer cancels the contract within the season, Customer agrees to pay a \$1,500 fee due to the economic loss Aquascapes will sustain due to the nature of snow-removal services.

Miscellaneous

This Agreement will be construed in accordance with the laws of Indiana. If some portion of this Agreement is voided, that portion will be stricken from the agreement, but the remainder will remain binding. If any action is brought under this agreement, the parties agree to proceed in the St. Joseph County courts.

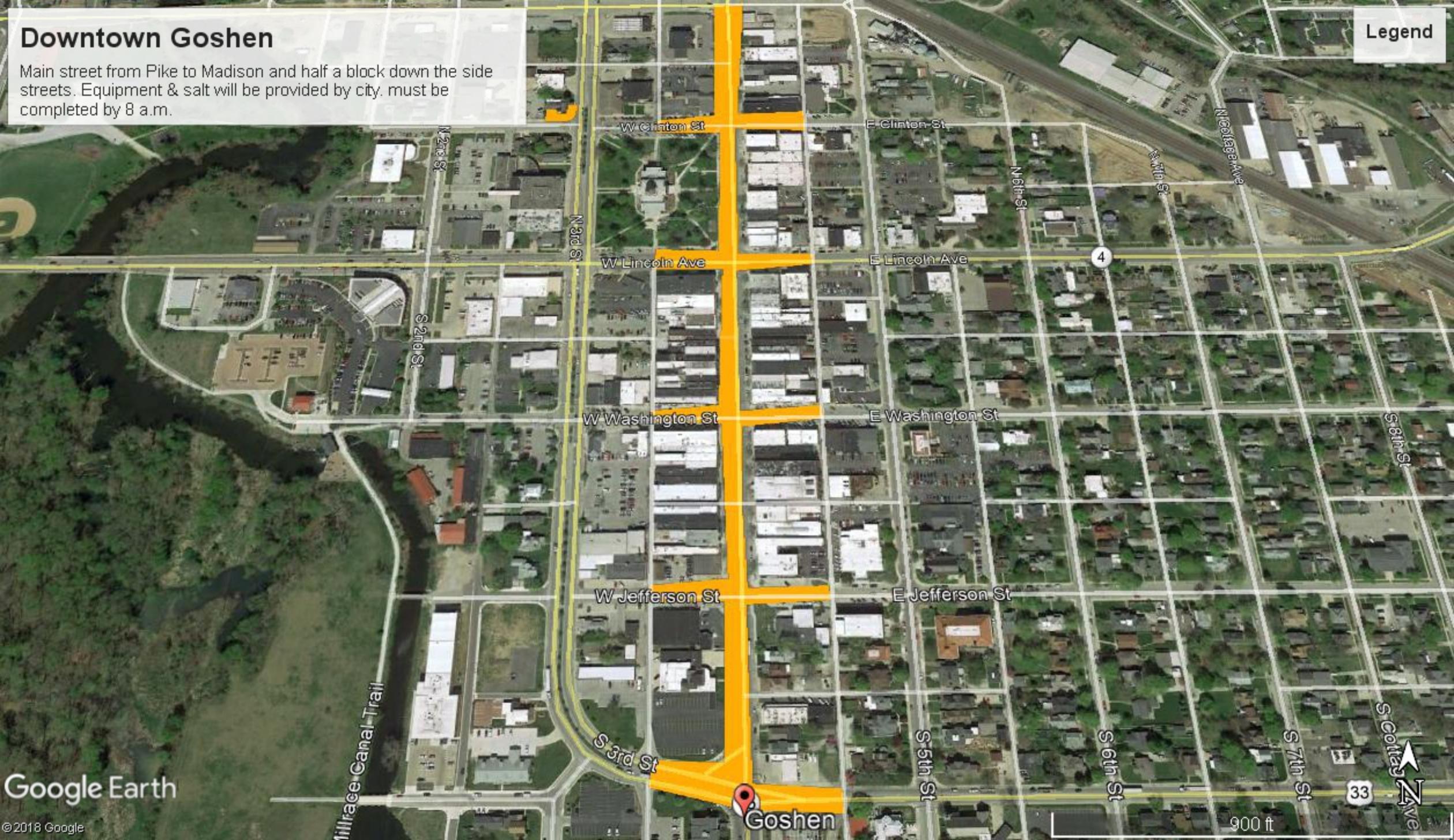
Customer Title Date

Aquascapes Title Date

Downtown Goshen

Main street from Pike to Madison and half a block down the side streets. Equipment & salt will be provided by city, must be completed by 8 a.m.

Legend



Goshen

900 ft

33





**Legal Department
CITY OF GOSHEN**

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

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

To: The Board of Public Works and Safety
From: Bodie J. Stegelmann
Date: November 13, 2020
Re: Resolution to Approve Revised Design Standards and Specifications for Parking and Driveway Surfaces

It is recommended that the Board adopt Resolution 2020-30, Approve Revised Design Standards and Specifications for Parking and Driveway Surfaces, with any revisions the Board deems appropriate.

City Staff has work on making revisions to the existing Revised Design Standards and Specifications for Parking and Driveway Surfaces to give more flexibility to the Board in addressing requests for relief from the standards.

RESOLUTION 2020-30

**Approve Revised Design Standards and Specifications
for Parking and Driveway Surfaces**

WHEREAS Section 5110.3 of the City of Goshen Zoning Ordinance states that all areas for parking and maneuvering within the City shall be paved or improved in conformance with the standards established by the Board of Works and Safety;

WHEREAS the Board of Works and Safety previously adopted Design Standards and Specifications for Parking and Driveway Surfaces on June 21, 2010; and

WHEREAS City staff studied changes to the Design Standards and Specifications for Parking and Driveway Surfaces and the Board of Works and Safety discussed revisions at a public meeting this day.

NOW, THEREFORE, BE IT RESOLVED that the Goshen Board of Public Works and Safety APPROVES the revised Design Standards and Specifications for Parking and Driveway Surfaces, a copy of which is attached hereto and made a part of this Resolution.

BE IT FURTHER RESOLVED that upon the approval of the revised Design Standards and Specifications for Parking and Driveway Surfaces this day, the Goshen Board of Public Works and Safety REPEALS the Design Standards and Specifications for Parking and Driveway Surfaces previously approved on June 21, 2010.

PASSED and ADOPTED on November 16, 2020.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

**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;

WHEREAS the City of Goshen, through its Board of Public Works and Safety, previously adopted certain Design Standards and Specifications for Parking and Driveway Surfaces;

WHEREAS the City of Goshen desires to revise the Design Standards and Specifications for Parking and Driveway 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.
 - a. 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.
 - b. Durable, hard surface for commercial or industrial use for employee parking and all customer traffic and 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.
 - c. Durable, hard surface for commercial and industrial vehicle use shall be constructed with a hard surface adequate to support the weight of the vehicles anticipated to use such surfaces, and maneuvering of vehicles, without damaging the surface.
2. If a commercial or industrial parking area requires striping to delineate parking spaces or where the 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. All parking areas, driving aisles, and driveways shall be properly maintained including immediate repair of any damaged areas.

6. Applications for relief from these standards and specifications may be made in writing to the Board of Public Works and Safety. Any relief from the standards and specifications granted by the Board of Public Works and Safety shall include all conditions upon which relief from the standards and specifications is granted, including, but not limited to the type of material allowed, whether an alternative surface may be used on only a portion of the proposed area, or whether the modification is temporary. The Board of Public Works and Safety may grant the relief from the requirement for a durable, hard surface under the following circumstances:

a. The Board of Public Works and Safety finds that the parking area is used for non-residential purposes, is overflow parking, is infrequently used, and exceeds the minimum parking standards found in the Goshen Zoning Ordinance;

b. The Board of Public Works and Safety finds that the parking area or drive is located on land zoned Agricultural A-1 and is used principally for agricultural or another use for which requiring parking areas of a durable, hard surface is not reasonable or practical; or

c. After weighing the factors described in subparagraphs i, ii, iii, and iv below, and the unique attributes of the real property on which the parking area or drive is intended to be located, the Board of Public Works and Safety finds that the neighborhood in which the proposed parking area or drive is located is residential and granting relief from the existing standards and specifications would not be injurious to the public health, safety, and general welfare, and would not affect the aesthetic appeal of the neighborhood in an adverse manner:

i. Whether driveways in the surrounding neighborhood are not of a durable, hard surface, and whether there is a strong likelihood such surrounding driveways will be constructed of a durable, hard surface in the future;

ii. Whether the real property on which the proposed parking area or drive is located has access to on-street parking;

iii. Whether the real property on which the proposed parking area or drive is located has a one lane or multiple lane driveway; and

iv. Whether the requirement of a durable, hard surface would be unrealistic and excessive.

Relief shall not be granted under this Paragraph c. for new construction of residential improvements on real property.

In no event may loose materials used for a parking area or a driveway pursuant to relief granted under this paragraph be located adjacent to a sidewalk, street surface, or other public hard surface such that a reasonable likelihood exists that loose materials will migrate from the parking area or driveway onto the sidewalk, street surface, or other public hard surface.

PASSED and ADOPTED on November _____, 2020.

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

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

RE: **EISENHOWER DRIVE N & S TEMPORARY TRACK REPAIR – ROAD CLOSURE
(JN: 2020-0013)**

DATE: November 16, 2020

After receiving numerous complaints regarding the track's condition on Eisenhower Drive, the City and Berry Plastics have teamed up to install new pavement in and around the track for the winter.

To perform the work, a one-day closure of Eisenhower Drive at the railroad tracks is necessary. We request the Board's permission to close Eisenhower Drive North and South at the railroad tracks on Tuesday, November 17, at 5:30 am.

Advanced road closure notice boards were installed on Friday, November 13, to make businesses and employees aware of the pending closure.

Requested Motion: Move to allow the Goshen Special Operations permission to perform a one-day closure of Eisenhower Drive, at the railroad track, on Tuesday, November 17.

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **EXTENSION OF STEURY AVENUE SOUTHBOUND LANE CLOSURE
EAST GOSHEN WATER MAIN REPLACEMENT PROJECT (JN: 2019-0037)**

DATE: November 16, 2020

In order to prioritize base asphalt placement before significant rain events, Selge Construction has altered their order of work to focus on preparing the eastbound lane of Lincoln Avenue for paving. As a result, Selge Construction plans to mobilize at Steury Avenue on Monday, November 16. They are requesting the Board of Works allow for an extension of the southbound lane closure of Steury Avenue from 305 Steury Avenue to East Lincoln Avenue until November 20, 2020. Two-way traffic will be maintained on Steury Avenue with flaggers.

Requested motion: Move to approve an additional time extension for the closure of the southbound lane of Steury Avenue until November 20, 2020.

ACCEPTED:

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



**Engineering Department
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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NIPSCO ELECTRIC LANE RESTRICTIONS ON DIERDORFF ROAD**

DATE: November 16, 2020

NIPSCO Electric will be running new power lines to the new power poles along the east side of Dierdorff Road from Eisenhower Drive to College Avenue. Crews will be working at each pole for a period of time as they progress. Signs, traffic cones and flaggers will be used to direct traffic around the crews while working in the north bound lane of Dierdorff Road. Attached is the proposed 'Typical Flagging Operation for a Two-Lane, Two-Way Roadway' traffic control plan. The restriction will begin Monday November 16 and extend through November 23, 2020. A location on Eisenhower Drive just west of the US 33 signalized intersection will have a lane restriction as a power pole is replaced on November 19, 2020. Attached is the traffic control plan which contains signs and traffic cones to direct traffic.

Requested Motion: Approve lane restriction on Dierdorff Road between Eisenhower Road and College Avenue beginning November 16, 2020 through November 23, 2020. Also, approve lane restriction on Eisenhower Road on November 19, 2020.

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

Jeremy Stutsman, Mayor

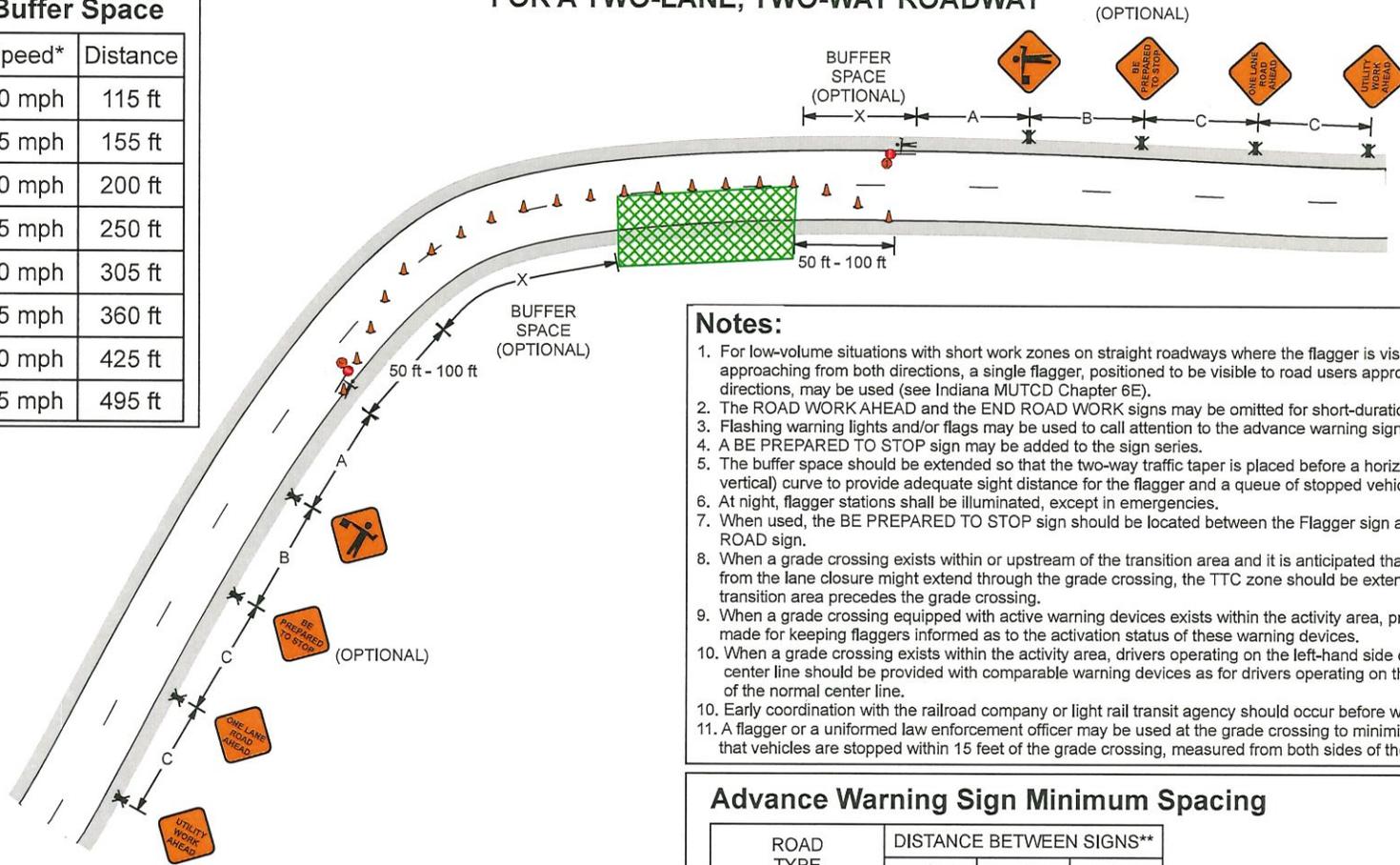
Mary Nichols, Member

Michael Landis, Member

Recommended Buffer Space

Speed*	Distance
20 mph	115 ft
25 mph	155 ft
30 mph	200 ft
35 mph	250 ft
40 mph	305 ft
45 mph	360 ft
50 mph	425 ft
55 mph	495 ft

TYPICAL FLAGGING OPERATION FOR A TWO-LANE, TWO-WAY ROADWAY



Legend	
	Cone
	Flagger
	Portable Sign Stand
	Work Area

Notes:

1. For low-volume situations with short work zones on straight roadways where the flagger is visible to road users approaching from both directions, a single flagger, positioned to be visible to road users approaching from both directions, may be used (see Indiana MUTCD Chapter 6E).
2. The ROAD WORK AHEAD and the END ROAD WORK signs may be omitted for short-duration operations.
3. Flashing warning lights and/or flags may be used to call attention to the advance warning signs.
4. A BE PREPARED TO STOP sign may be added to the sign series.
5. The buffer space should be extended so that the two-way traffic taper is placed before a horizontal (or crest vertical) curve to provide adequate sight distance for the flagger and a queue of stopped vehicles.
6. At night, flagger stations shall be illuminated, except in emergencies.
7. When used, the BE PREPARED TO STOP sign should be located between the Flagger sign and the ONE LANE ROAD sign.
8. When a grade crossing exists within or upstream of the transition area and it is anticipated that queues resulting from the lane closure might extend through the grade crossing, the TTC zone should be extended so that the transition area precedes the grade crossing.
9. When a grade crossing equipped with active warning devices exists within the activity area, provisions should be made for keeping flaggers informed as to the activation status of these warning devices.
10. When a grade crossing exists within the activity area, drivers operating on the left-hand side of the normal center line should be provided with comparable warning devices as for drivers operating on the right-hand side of the normal center line.
10. Early coordination with the railroad company or light rail transit agency should occur before work starts.
11. A flagger or a uniformed law enforcement officer may be used at the grade crossing to minimize the probability that vehicles are stopped within 15 feet of the grade crossing, measured from both sides of the outside rails.

Advance Warning Sign Minimum Spacing

ROAD TYPE	DISTANCE BETWEEN SIGNS**		
	A	B	C
Urban (low speed)*	100 feet	100 feet	100 feet
Urban (high speed)*	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet

* Speed category to be determined by the highway agency
 ** The column headings A, B, and C are the dimensions shown in Indiana MUTCD Figures 6H-1 through 6H-46.
 The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign series that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)



John P. McCarty
 Digitally signed by John P. McCarty
 Date: 2020.10.13 13:21:05 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 07/31/2022

ORANGE BARREL ENGINEERS
 www.orangebarrelengineers.com
 ORANGE BARREL ENGINEERS, P.C.
 2642 N 700 W
 GREENFIELD, IN 46140
 317-758-7587

PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:

**Typical Flagging Operation
 Two-Lane, Two-Way Road**

PROJECT ADDRESS:

Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control.

ISSUED FOR: Temporary Traffic Control DATE: 10/13/2020

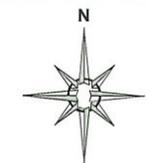
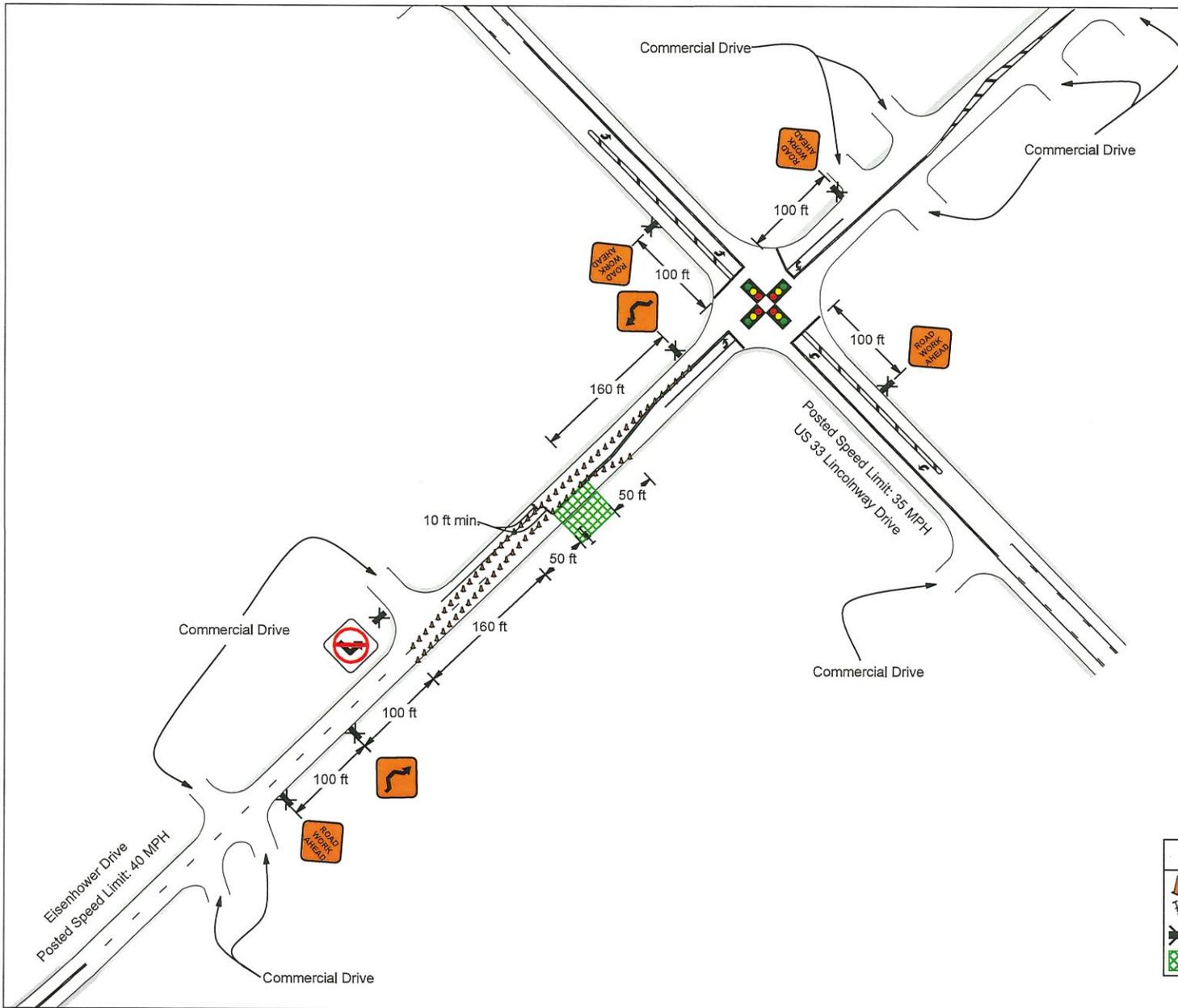
Des. by: JPM
 Drawn by: JPM

REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Typical Temporary Traffic Control Plan

SHEET NUMBER:

1 OF 1



John P. McCarty
 Digitally signed by John P. McCarty
 Date: 2020.10.22 16:39:07 -04'00'

Professional Certification. I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Indiana, License No. PE19700034, Expiration Date: 7/31/2022

OBE
ORANGE BARREL ENGINEERS
 www.orangebarreleengineers.com
 ORANGE BARREL ENGINEERS, P.C.
 2642 N 700 W
 GREENFIELD, IN 46140
 317-755-7587

PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
 Traffic Shift for Pole Replacement
 Pole 1058613

PROJECT ADDRESS:
 Eisenhower Drive
 Caragana Ct to Lincolnway East
 Goshen, Indiana

THESE DRAWINGS ARE THE PROPERTY OF LS Traffic Control, Inc. THEY ARE INTENDED EXCLUSIVELY FOR USE ON THIS PROJECT ONLY. ANY RE-USE OF THESE PLANS WITHOUT THE EXPRESS WRITTEN CONSENT OF LS Traffic Control.

ISSUED FOR: Temporary Traffic Control DATE: 10/22/2020

Des. by: JPM
 Drawn by: JPM

REVISION		
NO	DESCRIPTION	BY DATE

Legend

- Cone
- Pole
- Portable Sign Stand
- Work Area

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
1 OF 1