



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. January 4, 2021

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

Approval of Agenda

- (1) Fire Dept: Hiring of Wesley A. White as Probationary Firefighter
- (2) Police Dept: Hiring of Christopher C. Juroff as Reserve Patrol Officer
- (3) Police Dept: Hiring of Rafaella Ramirez-Sonora as Reserve Patrol Officer
- (4) Police Dept: Hiring of Steven H. Taft as Reserve Patrol Officer
- (5) Occupancy Permit Agreement with Emily Moore and Carol J. Bartos
- (6) Ratify Agreement for Good of Goshen Partner Sponsorship with Eyedart Creative Studio

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



Danny C. Sink, Chief
FIRE DEPARTMENT, CITY OF GOSHEN
209 North Third Street • Goshen, IN 46526-3201

Phone (574) 533-7878 • Fax (574) 534-2804 • TDD (574) 534-3185
dannysink@goshencity.com • www.goshenindiana.org

December 29, 2020

To: The Board of Works and Public Safety

RE: Hire Wesley A. White as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that Wesley A. White has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Wesley as a Probationary Firefighter for the Goshen Fire Department effective today January 04, 2021

Thank you.



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: January 4th, 2021

From: Chief Jose' Miller

Reference: The hiring of Christopher C. Juroff a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety approve the hiring of Christopher C. Juroff for the position of Reserve Patrol Officer. Chris Juroff just recently resigned from the Goshen Police Department to work in the private sector. Chris Juroff has numerous hours of training and is currently a certified instructor through the State of Indiana in various law enforcement tactics. Although he has left the fulltime position, he wishes to continue service to our community and our police department by volunteering as a Reserve Police Officer. I would like this hiring to be effective today January 4th, 2021.

Christopher Juroff will be present for the Board of Works Meeting.

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



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: January 4th, 2021

From: Chief Jose' Miller

Reference: The hiring of Rafaella Ramirez-Sonora as a Reserve Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Rafaella Ramirez-Sonora for the position of Reserve Patrol Officer. Ms. Ramirez successfully passed all stages of the application process for the Goshen Police Department. Ms. Ramirez will make a great addition to the Department serving Goshen community. I would like this hiring to be effective today January 4th, 2021.

Rafaella Ramirez-Sonora will be present for the Board of Works Meeting.

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



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: January 4th, 2021

From: Chief Jose' Miller

Reference: The hiring of Steven H. Taft as a Reserve Patrol Officer.

I am requesting that the Board of Public Works and Safety approve the hiring of Steven H. Taft for the position of Reserve Patrol Officer. Mr. Taft successfully passed all stages of the application process for the Goshen Police Department. Mr. Taft previously served this community while working for the Goshen Fire Department. He will make a great addition to the Department serving the Goshen community once again. I would like this hiring to be effective today January 4th, 2021.

Steven H. Taft will be present for the Board of Works Meeting.

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



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

January 4, 2021

To: Goshen Board of Public Works and Safety and Stormwater Board
From: Shannon Marks
Subject: Occupancy Permit Agreement with Emily Moore and Carol J. Bartos

Attached for the Board's approval is an Occupancy Permit Agreement with Emily Moore and Carol J. Bartos concerning the completion of the construction project at 638 River Race Drive. The construction project is now substantially complete except for certain exterior work that cannot be completed due to weather conditions. With the exception of the work to be completed under the agreement, once all City Code requirements have been met, the agreement has been executed by all parties, and a surety in the amount of Three Hundred Twenty-five Dollars (\$325) is provided to the City to insure the timely completion of the remaining work, the City will issue a certificate of occupancy for the location.

Suggested Motion:

Approve and authorize the Mayor to execute the Occupancy Permit Agreement with Emily Moore and Carol J. Bartos concerning the completion of the construction project at 638 River Race Drive.

OCCUPANCY PERMIT AGREEMENT

THIS AGREEMENT is entered into on January _____, 2021, between the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board (“Goshen”), and **Emily Moore and Carol J. Bartos** (hereinafter collectively referred to as “Permittee”).

Permittee obtained a building permit for the construction of a building on Permittee’s real estate at 638 River Race Drive, Goshen, Indiana (“Site”). The construction project is substantially complete except for certain exterior work that cannot be completed due to weather conditions.

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

WORK

Permittee agrees to complete the following remaining item(s) of work (“Work”) as soon as conditions permit, but no later than June 15, 2021:

- (1) Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately 400 square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.
- (2) Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting one (1) small species street tree adjacent to River Race Drive.

SURETY

Permittee agrees to provide Goshen a surety in the amount of Three Hundred Twenty-five Dollars (\$325) (“Surety”) to insure the timely and proper completion of the Work under the terms of this agreement. The Surety may be in the form of a surety bond, letter of credit, or cash bond, including a corporate check or cashier’s check (which City Clerk-Treasurer will cash). The Surety is to insure the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee’s contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the Surety.

If the Surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the Surety.

CERTIFICATE OF OCCUPANCY

Except for the Work yet to be completed as set forth above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site on the condition that Permittee complies with the terms of this agreement.

FORCE MAJEURE

If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

If Permittee is delayed, Permittee shall immediately notify Goshen in writing describing the nature of the event delaying performance. Permittee shall make every effort to resume performance as soon as possible.

DEFAULT

It is mutually agreed that if Permittee fails to perform or comply with the terms of this agreement, Goshen may declare the agreement to be in default without notice to Permittee.

Upon declaration of default, Goshen may take such action as is necessary to complete Permittee's obligations although Goshen is not obligated to do so. Goshen may use the Surety to pay for the completion of any of Permittee's obligations. Goshen may seek any other remedy available at law or equity in addition to or instead of any remedy provided for in this agreement.

Goshen shall have the right to correct any defect in the Work, and Goshen shall have the right to stabilize the Site in accordance with the Goshen City Construction Site Stormwater Runoff Control Ordinance. The Surety and/or Permittee shall pay all of Goshen's costs and expenses incurred in taking such actions including, but not limited to engineering, legal and other costs, together with any damages either direct or consequential which Goshen may sustain on account of Permittee's failure to fulfill Permittee's obligations under this agreement.

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT

Permittee shall not subcontract or assign any right or interest under the agreement without having prior written approval from the Goshen Board of Public Works and Safety and Stormwater Board, provided, however, that Permittee shall be permitted to independently engage any contractors, subcontractors, or laborers to perform the Work, and such engagement shall not be considered to be an impermissible subcontracting or assignment by Permittee of any right or interest under this agreement. Except as provided herein, any attempt by Permittee to subcontract or assign any portion of the agreement shall not be construed to relieve Permittee from any responsibility to fulfill Permittee's obligations.

AMENDMENTS

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties and such modification is approved by the Goshen Board of Public Works and Safety and Stormwater Board. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

WAIVER OF RIGHTS

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

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 agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for Goshen: City of Goshen, Indiana
 Attention: Goshen Legal Department
 204 East Jefferson Street, Suite 2
 Goshen, IN 46528

Address for Permittee: Emily Moore and Carol J. Bartos
 619 S. Third Street
 Goshen, IN 46526

APPLICABLE LAWS

Permittee agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances.

In addition, all provisions required by law to be inserted into this agreement shall be deemed to be inserted whether they are actually included or not. Any provision of this agreement or incorporated documents, if any, shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.

In the event of a conflict between this agreement and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana, and suit, if any, 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 agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorney's fees.

SEVERABILITY

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

BINDING EFFECT

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

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between Goshen and Permittee.

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
and Stormwater Board

Permittee

Jeremy P. Stutsman, Mayor

Emily Moore

Date: January _____, 2021

Carol J. Bartos

Date: _____

City of Goshen Presenting Partner Sponsorship Agreement
Good of Goshen 2021

Prepared for: Mayor Jeremy Stutsman, City of Goshen
Prepared by: Gina Leichty, Partner, Eyedart Creative Studio
Date: December 15, 2020



What is the Good of Goshen?

The Good of Goshen is a community storytelling initiative that promotes the City through the stories and experiences of people who reside here. Eyedart Creative Studio developed and manages the program with sponsorship support from the City and other partners.

The Good of Goshen publishes 2-3 stories a week throughout the year. Stories are posted on the Good of Goshen website and promoted through Facebook, Twitter, Instagram, and email marketing. Sponsors are encouraged to share and repurpose stories through their communication networks, as well.

Good of Goshen Story Content Criteria

Our stories focus on people who currently live, work, attend school, or who benefitted in some way from their experience in Goshen.

We do not produce advertisements or promotions for general business products or services.

To maintain community relevance, our story themes adapt to the most important issues of the day. While themes may change, the common thread in all stories is an emphasis on generosity and community pride. Other themes may include working together for the common good of all, quality of place, business strength, educational opportunities, the environment, and inclusion.

Purpose

The Good of Goshen seeks to build a sense of pride that translates into advocacy for Goshen. When people feel an emotional attachment to their community, they are more likely to invest economically.

We invite people to

- Consider how we can put aside differences and work together
- Champion the people, projects, and places that are distinctively Goshen.

How it Works

Working with our sponsor partners, Eyedart identifies pertinent issues and needs in the City. Eyedart then connects with individuals to interview and collect stories and share them through a variety of media.

Community Event Calendar

In addition to sponsored stories, Eyedart engages the community in the Good of Goshen through a Goshen focused event calendar. The Good of Goshen calendar is the only shared event calendar for the city.

Sponsorship Request to the City of Goshen

Eyedart requests sponsorship support of the 2021 Good of Goshen program from the City of Goshen in the amount of **\$37,500**.

Sponsorship funding goes toward the expenses of the Good of Goshen initiative including

support for

1. 80-100 written and video stories about people in Goshen
2. Daily management of the Good of Goshen Social Media channels
 - a. Facebook
 - b. Instagram
 - c. YouTube
 - d. Twitter
3. Weekly updates to the Good of Goshen website
4. Monthly Good of Goshen email newsletter sent to 4500+ residents
5. Photography for all stories

In exchange for sponsorship support, Eyedart agrees to provide the following:

Sponsor Recognition

Eyedart will recognize the City of Goshen as a **Presenting Sponsor** on all pages of the Good of Goshen website and in all published content.

PRESS AND MEDIA RECOGNITION

Eyedart will recognize the City as a **Presenting Sponsor** in all press and media coverage.

GUIDANCE AND DECISION MAKING

As the **Presenting Sponsor** of the Campaign, the Mayor or Mayor's designated staff will have a monthly opportunity to review the proposed content and make recommendations to the Eyedart team.

Goals and Metrics

Eyedart will report monthly to the City about campaign performance, strategy, and growth. We will identify any planned strategic changes with the Mayor or designee.

Story Requests (15)

As a **Presenting Sponsor**, the City may request up to 15 stories (interview, writing, and photography) for Eyedart to produce and publish. Stories must align with the Good of Goshen Story Content Criteria as outlined above.

Photography

As a **Presenting Sponsor**, the city may have an unrestricted license to access and use any of the photographs taken during the term of the sponsorship agreement. The City agrees to credit the Good of Goshen when using the photographs.

Video Assets

As a Presenting Sponsor, the City may have an unrestricted license to access and use any of the videos produced during the term of the sponsorship agreement. The City agrees to credit the Good of Goshen when using videos.

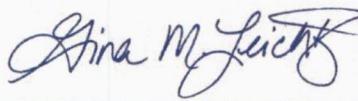
GOOD OF GOSHEN
%Eyedart Creative Studio
SPONSORSHIP AGREEMENT
Signature Page

IN WITNESS WHEREOF, the duly authorized representatives of each organization have executed this agreement. Please sign this agreement and return one copy immediately to gina@eyedart.com.



Mayor Jeremy Stutsman
City of Goshen, Indiana
202 S. 5th St., Goshen, IN 46528

12/31/, 2020
Date



Gina Leichty
Good of Goshen
%Eyedart Creative Studio
324 South Fifth Street, Goshen, IN 46528

December 15, 2020
Date

ADDENDUM

THIS ADDENDUM is made and entered into the ____ day of _____, 20____ by and between Eyedart Creative Studio d/b/a Good of Goshen (hereinafter referred to as "Contractor") and the City of Goshen, Indiana (hereinafter referred to as "City");

WITNESSETH:

WHEREAS Contractor and City are parties to a certain agreement for Good of Goshen Presenting Partner Sponsorship dated on or about December 31, 2020 ("Agreement");

WHEREAS this Addendum shall be attached to and be a part of the Agreement and shall control in the event of any conflict with the terms and provisions of the Agreement;

NOW, THEREFORE, in consideration of the premises and the terms and conditions contained herein, the parties hereby mutually and further agree as follows:

1. **Term of Agreement**

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

Contractor's work on the project shall begin on or before February 1, 2021, and shall be completed by December 31, 2021.

2. **State Law Provisions.**

a. Non-Discrimination - Pursuant to Indiana Code §22-9-1-10, Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

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

c. Investment Activity - Pursuant to Indiana Code 5-22-16.5, Contractor certifies that Contractor is not engaged in investment activities in Iran.

d. E-Verify Program - Pursuant to Indiana Code § 22-5-1.7-11, Contractor agrees to and shall enroll in and verify the work eligibility status of all newly hired employees of Contractor after the date of the Agreement through the E-Verify Program as defined in I.C. § 22-5-1.7-3; provided, however, Contractor is not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the

E-Verify Program no longer exists. Contractor further represents and certifies subject to the pains and penalties of perjury that it does not knowingly employ an unauthorized alien.

e. Telephone Solicitation Act Compliance. Contractor certifies that, except for *de minimis* and non-systematic violations, it has not violated the terms of I.C. 24-4.7, I.C. 24-5-12, or I.C. 24-5-14 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and that Contractor will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law. Contractor further certifies that any affiliate or principal of Contractor and any agent acting on behalf of Contractor or on behalf of any affiliate or principal of Contractor, except for *de minimis* and non-systematic violations, has not violated the terms of I.C. 24-4.7 in the previous three hundred sixty-five (365) days, even if I.C. 24-4.7 is preempted by federal law, and will not violate the terms of I.C. 24-4.7 for the duration of the Agreement, even if I.C. 24-4.7 is preempted by federal law.

f. General Requirements - Contractor further agrees to comply with the applicable requirements of Indiana state law with respect to contracting with local governmental entities.

3. No Waiver of Governmental Immunity. Nothing in the Agreement waives or is intended to waive any protections that may be applicable to City or any of its elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, protections, immunities, defenses, or limitations on liability that City or such related parties are provided by law.

DATED EFFECTIVE with the effective date of the Agreement.

CITY OF GOSHEN, INDIANA

CONTRACTOR

By: _____

Jeremy P. Stutsman, Mayor

Date: _____

By: _____

Name: _____

Title: _____

Date: _____