



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. September 13, 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: September 7, 2021

Approval of Agenda

- 1) FD: Promotion of Adam W. Peisker to Private First Class
- 2) Request for Movie Screen in Parking Lot for Goshen Brewing (Jesse Sensenig)
- 3) Request for Street Closure 111 S. 7th Street (Jesse Stoltzfus)
- 4) Request for Street Closure 3rd Street for St. John The Evangelist Catholic Church (Jonathan Evangelista)
- 5) Request for Street Closure Main Street from Jefferson to Lincoln Avenue for Touch-A-Truck Event (Tanya Heyde)
- 6) Goshen Dam Tow Drain Repair
- 7) Post-Construction Plan Approval Goshen Health-North and South Parking Lots (JN: 2019-2009)
- 8) WWTP Floodway Mapping Agreement

9) WWTP Water Line Survey

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



MINUTES of Sept. 7 Regular Meeting

Board of Public Works & Safety and Stormwater Board

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

Present: Members Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent: Mayor Jeremy Stutsman

Call to Order: In Mayor Stutsman's absence, **Acting Chair Mike Landis called the meeting to order at 2 p.m.**

Review/approval of Minutes: The minutes of the Aug. 30, 2021 meeting of the Board of Works & Safety and Stormwater Board were presented. **Board of Works Member Nichols moved to approve the minutes as presented and the motion was seconded by Board of Works Member Swartley. Motion passed 4-0.**

Review/approval of Agenda: Acting Chair Landis presented the agenda to the Board and added two new agenda items (designated as #11 and #12) – the requested awarding of a quote and agreement to purchase five vehicles for the Police Department and the requested closure of Canal Street on Sept. 11, 2021 . **Nichols moved to approve the revised agenda and the motion was seconded by Swartley. Motion passed 4-0.**

1. Agreement with Crossroads Ambulance to remount Medic 1 box on a newly purchased chassis

City Attorney Bodie J. Stegelmann of the city Legal Department asked the Board to adopt Resolution 2021-22 and approve an Agreement with Crossroads Ambulance to mount the Medic 1 Box on a 2019 International CV515 SFA ambulance chassis at a cost of \$77,480.00. Stegelmann said Crossroads will be remounting the Medic 1 box from a Goshen Fire Department ambulance previously damaged by fire to a recently purchased 2019 International CV 515 chassis. The cost of the remount is \$77,480.00, which includes the trade-in allowance of \$3,000.00 for the 2012 Freightliner M2 fire damaged chassis. Staff indicated that with two of Fire Department's three front line ambulances disabled, the Department has been relying on spare units (one a model year 2006 with 168,000 miles and 13,000 hours and another a model year 2003 with 158,000 miles and 16,000 hours). Staff reported that both are well past their useful lives as front line ambulances and are subject to failure at any time. The charges for the new chassis and mounting the box from Medic 1 will be about \$100,000 less than the cost of a new ambulance. In response to a question from Landis, Stegelmann said the Board previously approved the purchase of the chassis.

Nichols/Swartley moved to adopt Resolution 2021-22 and approve an agreement with Crossroads Ambulance to mount the Medic 1 Box on a 2019 International CV515 SFA ambulance chassis at a cost of \$77,480.00. Motion passed 4-0.

2. Request to close alley 141 at Lincoln Avenue, between Main and 5th streets, from Sept. 8-10, 2021



Director of Public Works & Utilities Dustin Sailor, for the city Engineering Department, asked the Board to approve a downtown alley closure beginning Sept. 8-10, 2021. Sailor said CoreBore, LLC is requesting permission to close alley 141 at Lincoln Avenue, between Main Street and 5th Street, to allow for potholing existing utilities at the alley prior to boring a new fiber conduit. The existing pavement will be removed and restored during the closure. The current Manual on Uniform Traffic Control Devices (MUTCD) standards will be followed. The sidewalk across the alley is to remain open to the public. In response to a question from Swartley, Sailor said the alley will be reopened before a previously approved closure for First Friday.

Nichols/Swartley moved to approve the closure of alley 141, at Lincoln Avenue, between Main Street and 5th Street, beginning Sept. 8, 2021 through Sept. 10, 2021. Motion passed 4-0.

3. Extension of lane closures-Eisenhower Drive North & South (JN 2020-0013)

Director of Public Works & Utilities Dustin Sailor, for the city Engineering Department, asked the Board to approve the extension of lane closures on Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until Sept. 17, 2021. Phend & Brown requested this extension to safely complete final surface paving and adjustment of sanitary manhole and storm castings. Traffic will continue to be detoured in one direction, traveling from south to north around the Eisenhower Drive loop. In response to questions from Landis, Sailor said the work was supposed to have been completed by Aug. 15, but the contractor encountered various issues and a new completion date has not been set. Sailor said the delay was partly in response to a city request for additional work. Sailor also said the city will be negotiating with the contractor over the delay in the completion date and any possible penalties.

Nichols/Swartley moved to approve the extension of lane closures on Eisenhower Drive North and Eisenhower Drive South, west of Dierdorff Road, until Sept. 17, 2021. Motion passed 4-0.

4. Recommendation of acceptance of the Kercher Road – Railroad to Dierdorff Project (JN 2012-0016)

Director of Public Works & Utilities Dustin Sailor, for the city Engineering Department, asked the Board to authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to the Indiana Department of Transportation (INDOT) for the Kercher Road – Railroad to Dierdorff Project (JN 2012-0016). Sailor indicated the contract is sufficiently complete and this form is required to close out the project. The Engineering Department has reviewed the project and has endorsed the Recommendation for Acceptance.

Nichols/Swartley moved to authorize Mayor Stutsman to sign the Recommendation for Acceptance form for submission to the Indiana Department of Transportation (INDOT) for the Kercher Road – Railroad to Dierdorff Project (JN 2012-0016). Motion passed 4-0.

5. Surf Broadband/DirectLine right-of-way permit stop work order (JN RW Permit-2021-1386)

Director of Public Works & Utilities Dustin Sailor, for the city Engineering Department, reported that Surf Broadband, utilizing DirectLine Communications, Inc. as its contractor, has pulled multiple right-of-way permits throughout the City of Goshen to install fiber communication infrastructure.



Sailor said DirectLine has subcontracted the work to installers and DirectLine has overseen both permitting and supervision of the installers. Sailor said in late fall 2020 and early winter 2021, damage to City infrastructure was experienced as a result of the installers' work. In early spring, as the snow melted, City staff received numerous complaints from property owners due to poor restoration of the right-of-way.

Sailor said through the summer of 2021, utility damage has continued to occur and improper traffic control has been observed. In the most recent meeting with DirectLine, Goshen Engineering advised DirectLine that if their installers continued to ignore the conditions of their permit, a stop work order, pursuant to Ordinance 3659, would be issued. On Wednesday, Sept. 1, DirectLine's installer was placing fiber along VanGilst Drive and hit at water service at 1042 VanGilst Drive. Upon investigation, Sailor said City staff found continued right-of-way permit issues, resulting in the issuance of a city stop work order – the first known city stop work order in 18 years.

The Engineering Department requested the Board's assistance in establishing agreed upon installation guidelines for DirectLine prior to lifting the stop work order. Sailor said representatives of Surf Broadband and DirectLine were present at the meeting and could respond. Sailor also said city staff had prepared a list of possible conditions to propose to DirectLine in order to lift the stop work order.

Shane Gann, regional field supervisor for DirectLine, told the Board that a new crew was responsible for the work and the issues reported by the City on Sept. 1. Gann said that crew will no longer work for Surf Broadband or DirectLine. Gann said DirectLine has made the other corrections noted by the City and has responded to other requests. Gann said that some issues cited by the City were resolved after snow melted.

In response to a question by Swartley, Gann said the VanGilst Drive issues have not been addressed because of the stop work order. Gann also said that DirectLine previously was involved in a great amount of work in Goshen and had extra crews working. Only two crews are involved now and there is little work left to do. In response to a question from Landis about potholes and poor installations, Gann said DirectLine will address these issues. Gann also said issues cited by the City arose because of the large number of crews working.

In response to a question from Rouse, Sailor said DirectLine has done a better job responding to right-of-way restoration requests, but problems have continued, including damage to water and sewer systems and potholing in advance. In response to Landis, Sailor explained the potholing procedures.

Sailor said in consultation with the city Legal Department, he was proposing the following conditions to lift the stop work order: 1. Preplan bore locations with paint for City Inspection; 2. If subcontractor is found not potholing, DirectLine will be notified and the subcontractor is to be removed from all projects within the City of Goshen limits; 3. The City is to be notified weekly of where the subcontractors are currently working; 4. MUTCD guidelines are to be followed for traffic control on both streets and sidewalks; 5. No boring activity is to occur after 5pm on weekdays or during the weekend.

Board members asked Sailor about the proposed conditions, including the number requested, notification requirements and the restoration of streets after DirectLine's work has been completed. In response to a question from Landis, Gann said the proposed prohibition of boring activity after 5 p.m. or on weekends was acceptable.

City Attorney Bodie Stegelmann suggested that the withdrawal of the stop work order be based on DirectLine complying with the proposed conditions.



Landis/Swartley moved to remove the stop work order on VanGilst Drive contingent on DirectLine complying with the five conditions proposed by the city Engineering Department. Motion passed 4-0.

6. College Avenue partial road closure on Sept. 11 and possibly Sept. 18 (JN 2016-0021)

Director of Public Works & Utilities Dustin Sailor, for the city Engineering Department, asked the Board to allow the closure of College Avenue, between Lincolnway East/US 33 and Oak Lane on Saturday, Sept. 11, 2021. The road closure is part of the US 33 & College Avenue intersection widening project. Work is being performed under a weekend closure to provide safer conditions for construction crews and avoid flagging weekday traffic on College Avenue, east of US 33. Sailor said the additional closure was requested because rain prevented the contractor's work on Saturday, Aug. 7 and the discovery of an underground conflict on Saturday, Aug. 14. Sailor said if weather prevents work on Sept. 11, Phend & Brown plans to complete work under the same closure on Saturday, Sept. 18. In response to a question from Landis, Sailor said the work is scheduled to be completed at the end of September. Landis said the work has been disruptive for residents.

Nichols/Swartley moved to allow the closure of College Avenue, between Lincolnway East/US 33 and Oak Lane on Sept. 11, 2021 and, if necessary, on Sept. 18 for continued work on the US 33 & College Avenue intersection widening project. Motion passed 4-0.

7. Pickwick Manor speed limit sign request

City Engineer Josh Corwin asked the Board to approve the placement of a speed limit sign along Sweetbriar Drive near the entrance to the Pickwick Manor subdivision. Corwin said the Engineering Department has received complaints about speeding from several residents of Pickwick Manor. They are requesting a speed limit sign be posted along Sweetbriar at the entry to the subdivision. Although the posting of additional speed limit signs most often does little to affect the average travelling speed, Corwin said in this case it may have an impact because there are no speed limit signs in the neighborhood. At its August meeting, Traffic Commission members voted in support of the placement of one speed limit sign (30 mph) near the entrance to the subdivision along Sweetbriar Drive.

Nichols/Swartley moved to approve the placement of a speed limit sign along Sweetbriar Drive near the entrance to the Pickwick Manor subdivision. Motion passed 4-0.

8. School zone signs at new intermediate school

City Engineer Josh Corwin asked the Board to approve the placement of school zone signs along Greene Road for Goshen Intermediate and to authorize the Engineering Department to request school zone signs along SR 119. Corwin said the Engineering Department has received a request to place school zone signs for the new intermediate school. At its August meeting, the Traffic Commission voted in support of the placement of the signs. In addition, the members would like the Engineering Department to request to the Indiana Department of Transportation (INDOT) that similar signs to be placed along SR 119 to designate that area as a school zone as well.



Nichols/Swartley moved to approve the placement of school zone signs along Greene Road for Goshen Intermediate and authorize the Engineering Department to request school zone signs along SR 119. Motion passed 4-0.

9. Addressing traffic Issues in The Gardens

City Engineer Josh Corwin asked the Board to approve the placement of stop signs along Mountain Ash Lane at the intersections with Redspire Boulevard and Tulip Boulevard and the placement of "NO PARKING" signs to prohibit parking along the west side of Tulip from Clinton Street to the north property line of 2407 Tulip. Corwin said the president of the homeowner's association in The Gardens has raised two traffic-related concerns to the Engineering Department. The first issue concerns the mid-block crosswalk recently installed along Tulip Boulevard. The president is seeing cars parking on and next to the crosswalk, blocking the crosswalk and apparently obstructing sightlines between vehicles and pedestrians. She is requesting that "No Parking" signs be placed near the crosswalk. The second concern is regarding traffic control at the intersection of Mountain Ash with both Redspire and Tulip boulevards. Currently there are no stop signs along any of the approaches to these intersections. At its August meeting, the Traffic Commission supported the placement of the two stop signs along Mountain Ash and supported the placement of "NO PARKING" signs to prohibit parking along the west side of Tulip from Clinton to the north property line of 2407 Tulip.

Nichols/Swartley moved to approve the placement of stop signs along Mountain Ash Lane at the intersections with Redspire Boulevard and Tulip Boulevard and the placement of "NO PARKING" signs to prohibit parking along the west side of Tulip from Clinton Street to the north property line of 2407 Tulip. Motion passed 4-0.

10. Agreement for Backflow Preventer Inspections

Brandy Henderson, a paralegal with the city Legal Department, asked the Board to approve an agreement between the City and Becker's Backflow Prevention for the inspection and testing of the City's sixty-nine (69) backflow valves at a cost of \$4,485.00 plus repair, labor, service and retest fees if applicable. The City is required to annually inspect and test backflow preventer valves. The City wishes to contract with Kevin Becker d/b/a Becker's Backflow Prevention to provide inspection and testing of the City's sixty-nine (69) backflow valves. This contract will be effective June 1, 2022. The cost for inspection and testing is at \$65.00 per device for a total of \$4,485.00. Any repairs will be at \$95.00 per hour for labor. In response to a question from Landis, Henderson said the contract, if approved, may be renewed for four consecutive years and would come before the Board.

Nichols/Swartley moved to approve an agreement between the City and Becker's Backflow Prevention for the inspection and testing of the City's sixty-nine backflow valves at a cost of \$4,485.00 plus repair, labor, service and retest fees if applicable. Motion passed 4-0.

11. Award quote for purchase of police vehicles and approve agreement with Eby Ford Sales, Inc.



Carla Newcomer, a paralegal with the city Legal Department, told the Board that the City solicited sealed quotes for the purchase of five (5) 2022 Hybrid SUVs for the City Police Department. The only response to the request for quotes was from Eby Ford Sales, Inc. Newcomer said the Police Department would like to purchase the five vehicles for \$207,959.50 from Eby Ford Sales, Inc. Newcomer asked the Board to award the quote for the purchase of five (5) 2022 Hybrid SUVs for \$207,959.50 from Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and to approve and execute the agreement with Eby Ford Sales, Inc. for the purchase of the five vehicles for \$207,959.50.

Nichols/Swartley moved to award the quote for the purchase of five (5) 2022 Hybrid SUVs for \$207,959.50 from Eby Ford Sales, Inc. as the lowest responsible and responsive bidder and to approve and execute the agreement with Eby Ford Sales, Inc. for the purchase of the five vehicles for \$207,959.50.. Motion passed 4-0.

12. Request closure of Canal Street on Sept. 11

Cynthia Murphy of 212 W. Plymouth Ave. said she wrote and received a micro grant from Vibrant Communities to have a neighborhood gathering and it was decided to have two local bands perform and serve ice cream from The Chief. Neighbors would like to block off a small section of Canal Street, from 111 Canal to the intersection of the alley that runs north-south and parallel to Wilson Avenue. Murphy said there is minimal traffic on the weekend and traffic would still be able to use the east-west alley and the north-south alley. Murphy said the requested closure would be 1:30-4:30 p.m. on Saturday, Sept. 11. Murphy apologized for the short notice and told the Board she would be able to provide more notice in the future when the gathering becomes a yearly event. Swartley shared maps of the requested closure, noting that this is her neighborhood. In response to a question from Landis, Murphy said she hopes to have a City barricade or cones for the closure.

Nichols/Swartley moved to approve the closure of Canal Street, from 111 Canal to the intersection of the alley that runs north-south and parallel to Wilson Avenue, from 1:30-4:30 p.m. on Saturday, Sept. 11. Motion passed 4-0.

Privilege of the Floor: No one asked to speak

Nichols/Landis moved to approve Civil City and Utility claims and adjourn. Passed 4-0

Acting Chair Landis declared the meeting adjourned at 2:44 p.m.



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard Aguirre, Clerk-Treasurer



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

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

September 9, 2021

To: Board of Works and Public safety

RE: Promotion of Adam W. Peisker to Private First Class

From: Fire Chief Danny Sink

Adam W. Peisker has completed his probationary year at GFD as of September 1, 2021. Based on his performance and recommendations from his shift Battalion Chief and Training Officer; it is my pleasure to request that Adam be promoted to Private First Class for the Goshen Fire Department, retroactive to September 01, 2021. Thank you.

Respectfully,

A handwritten signature in cursive script that reads "Danny Sink".

From: [Switchboard](#)
To: [Aquirre, Richard](#)
Cc: [Weaver, Jeffery](#); [mayor](#)
Subject: FW: Goshen Brewing Co. event Sat Oct 2
Date: Wednesday, September 8, 2021 8:27:44 AM

Please see the email below.

Kind regards,

Tracy Eggleston
Receptionist/Office Assistant
City of Goshen
202 S. Fifth St.
Goshen, IN 46528-3714
Phone: (574) 533.8621
Fax: (574-533-9740)
switchboard@goshencity.com

**** Be Someone's Light / Be Engaged / Be Bold ****

-----Original Message-----

From: Jesse Sensenig <jesse@goshenbrewing.com>
Sent: Tuesday, September 7, 2021 7:18 PM
To: Switchboard <switchboard@goshencity.com>
Subject: Goshen Brewing Co. event Sat Oct 2

Hello,

For Heartbeat of the City we are hoping to have the movie screen parked on the parking lot for viewers on our lawn. Event starts at 6pm Oct. 2 and will be done by 10pm.

Hoping to get this on the BOW meeting.

Thanks,
Jesse

Sent from my iPhone

From: [Jesse Stoltzfus](#)
To: [mayor](#)
Subject: Petition for a street closure Sept. 26th
Date: Wednesday, September 8, 2021 1:52:26 PM

Hello! My name is Jesse Stoltzfus and I and my neighbor at 113 S 7th St would like to shut down the alley between our houses to have a party.

Details

- Address - 111 S 7th st

-Time - 3PM - 10PM

-Date - Sept. 26th

-Purpose - I am hosting a private party and would like to use the alley space between our properties. I will bring a letter from my immediate neighbor and only he and I's properties will be affected immediately by the shutdown. Only one driveway will actually be affected by the shutdown and it is my own. All other property owners, including my alley neighbor will still have driveway access to their properties and no parking is affected.



St. John The Evangelist Catholic Church

109 West Monroe Street • Goshen, IN 46526 • (574) 533-3385

September 8, 2021

City of Goshen
Board of Public Works and Safety
Goshen, IN 46526

Dear Members of the Goshen Board of Public Works and Safety:

St. John the Evangelist Catholic Church respectfully submits for your review the following request.

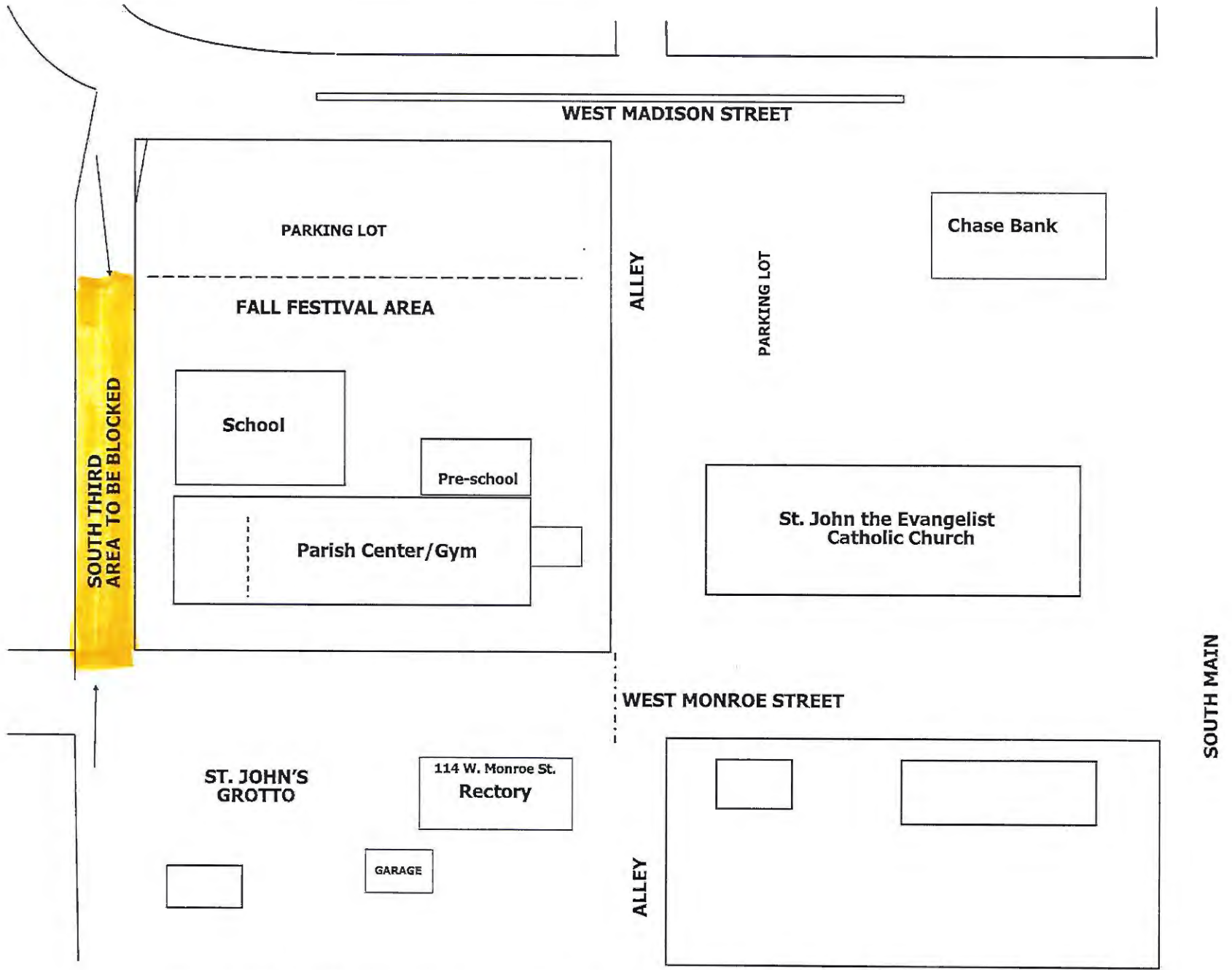
Our plans are for a parish festival on September 18, 2021 to build fellowship, and to be held on the Grounds of St. John the Evangelist Church (school parking lot). In order to safely allow our parishioners to enjoy the festival; we are requesting the Board's permission to block part of 3rd street. We ask that it be blocked from 1:00 p.m. until 9:00 p.m. when the event is completed.

I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

Jonathan Evangelista
Pastoral Associate
St. John the Evangelista Catholic Church
109 W. Monroe St. Goshen, IN 46526
574-533-3385 ext. 1216
jevangelista@stjohncatholic.com



**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526
PARISH FESTIVAL — SEPTEMBER 18, 2021 At 3PM-9PM**



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

goshenparks@goshencity.com · www.goshenindiana.org

To: The Board of Public Works & Safety

From: Tanya Heyde

Subject: Main Street closure request

Date: September 9, 2021

The Goshen Parks and Recreation Department respectfully requests the closure of Main Street from Jefferson Street to Lincoln Avenue on Saturday, September 25, 2021, from 8:00 AM – 1:00 PM.

The road closure will support a City Touch-A-Truck event. The Touch-a-Truck event is a family friendly event where kids and families have the opportunity to explore and interact close up with the City's equipment, trucks and vehicles. Additionally, the event offers City Officials an opportunity to connect with the community.

Requested Motion: Approve road closure on September 25, 2021 from 8:00 AM to 1:00 PM.



Parks & Recreation Department

CITY OF GOSHEN

524 East Jackson Street · Goshen, IN 46526

Phone (574) 534-2901 · Fax (574) 349-6672

goshenparks@goshencity.com · www.goshenindiana.org

September 9, 2021

Downtown Business Owners:

The Goshen Parks and Recreation Department will be requesting a closure of Main Street from Jefferson Street to Lincoln Avenue on Saturday, September 25, 2021, from 8:00 am to 1:00 PM. The road closure will support a City Touch-A-Truck event.

The Touch-a-Truck event is a family friendly event where kids and families have the opportunity to explore and interact close up with the City's equipment, trucks and vehicles. Often this entails kids being able to climb behind the wheel and perhaps event honk a horn or flip the lights. Perhaps there will even be a helicopter fly in from the Goshen Municipal Airport. Additionally, the event offers City Officials an opportunity to connect with the community. The Touch-A-Truck event is a free event for the community.

Since this is the first downtown Touch-A-Truck event, there is not a good gauge for attendance however; the event has the potential to bring a considerable gathering of children and their families to the downtown area.

While the event itself takes place from 10:00 AM to 12:00 PM, the additional time offers vehicle and equipment drive in and exit.

Please reach out to me directly with questions, comments or concerns.

Best,

A handwritten signature in blue ink, appearing to read "Tanya Heyde".

Tanya Heyde
Superintendent
City of Goshen Parks & Recreation Department



**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 Public Works and Safety

FROM: Goshen Engineering

RE: **GOSHEN DAM TOE DRAIN REPAIR**

DATE: September 10, 2021

Notice to the Board of Works and residents of Goshen:

Elkhart County Parks is working with Selge Construction to repair the toe drain at the Goshen Dam Pond. As a result, the headworks structure, the public restrooms, the parking area, and access to the Millrace Trail will all be closed for the duration of the project. An exhibit depicting the closure is attached. The project began on September 8th and is scheduled to be complete by October 1st.



Sign:
Trail Closed at Goshen Dam
No Access to Parking or Restrooms

Sign:
Parking Area Closed
No Trail Access

Barricade

Barricade

Barricade

Alley 208

WILSON AVENUE

LAFAYETTE STREET

Alley 206

Alley 143

WAVERLY AVENUE

WAVERLY

GRA-ROY DRIVE

MAYFLOWER PLACE

WOODWARD PLACE

LAWNDALE PLACE

HIGH PARK AVENUE

MAYFLOWER PLACE

MARILYN AVENUE

WOODWARD PLACE

WESTWOOD ROAD

FAIR OAKS DRIVE

RIVER VISTA DRIVE

MAYFLOWER PLACE

WOODWARD PLACE



Jason Kauffman, CESSWI, Stormwater Coordinator
STORMWATER DEPARTMENT, CITY OF GOSHEN
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL
GOSHEN HEALTH – NORTH AND SOUTH PARKING LOTS (JN: 2019-2009)**

DATE: September 13, 2021

The developer of the Goshen Health – North and South Parking Lots project, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan for each parking lot and found to be compliant with Ordinance 4329, “Uniform Requirements for Post-Construction Stormwater Management.”

The Stormwater Department requests the Stormwater Board’s acceptance of these plans.

Full document available upon request.

Requested Motion: Accept both of the post-construction stormwater management plans for the Goshen Health – North and South Parking Lots project as it has been found to meet the requirements of City Ordinance 4329.

Following plan acceptance, please sign the attached documents where denoted.



**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 Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – FLOODWAY MAPPING
(JN: 2019-0025A)**

DATE: September 13, 2021

As part of the WWTP Improvements Project, the existing sludge storage lagoon will be cleaned and backfilled with excavated soil from the project. Existing floodway mapping shows the 100-year flood elevation to fall within the sludge storage lagoon, which will prevent any fill from being placed within this area. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the lagoon and prepare a FEMA Letter of Map Change to request removal of the lagoon embankment area from the published flood area. Attached is an agreement for said work

Requested motion: Move to approve the agreement with Abonmarche Consultants, Inc. for the preparation and submittal of a FEMA Letter of Map Change requesting removal of the existing WWTP sludge storage lagoon embankment area from the published flood area for a contract price of \$4,350.

AGREEMENT

SURVEY FOR FLOODWAY MAPPING SERVICE

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Abonmarche Consultants, Inc.** (“Contractor”), whose mailing address is 1009 South Ninth Street, Goshen 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”).

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

Section 1. Contractor Duties

Contractor shall provide City Floodway Mapping Services which services are more particularly described in Contractor’s proposal attached as Exhibit A (hereinafter referred to as “Duties”).

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Contractor’s duties under this agreement include:

- A. Perform field survey to locate the existing waste water treatment plant lagoon and elevations, vertical control per FEMA;
- B. Prepare survey support sketch showing the existing waste water treatment plant lagoon contours, published floodway from the FEMA Map and plot the base flood elevation;
- C. Prepare metes and bounds legal description of the existing lagoon and corresponding embankment elevations above the base flood elevation;
- D. Prepare FEMA Letter of Map Change to request removal of the lagoon embankment area from the published flood area;
- E. Submit completed FEMA Application with signed acknowledgement from and legal description to request removal of the floodway from the given area.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

Section 3. Compensation

City agrees to compensate Abonmarche Consultants Inc. an amount not to exceed the sum of Four Thousand Three Hundred Fifty (\$4,350.00) Dollars for performing all Duties.

Section 4. Payment

Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

Including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Contractor.

Section 6. Licensing/Certification Standards

Contractor certifies that Contractor possesses and agrees to maintain any and all licenses, certifications, or accreditations as required for the services provided by Contractor pursuant to this agreement.

Section 7. Independent Contractor

Contractor shall operate as a separate entity and independent contractor of the City of Goshen. Any employees, agents or subcontractors of Contractor shall be under the sole and exclusive direction and control of Contractor and shall not be considered employees, agents or subcontractors of City. 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 Contractor and/or Contractor's employees, agents or subcontractors.

Contractor understands that City will not carry worker's compensation or any other insurance on Contractor and/or Contractor's employees or subcontractors. Prior to commencing work under this agreement, and if Contractor utilizes employees or subcontractors to perform work under this agreement, Contractor agrees to provide City a certificate(s) of insurance showing Contractor's and any subcontractor's compliance with workers' compensation statutory requirements.

Contractor is solely responsible for compliance with all federal, state and local laws regarding reporting of compensation earned and payment of taxes. City will not withhold federal, state or local income taxes or any other payroll taxes.

Section 8. Non-Discrimination

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, 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 may be regarded as a material breach of contract.

Section 9. Employment Eligibility Verification

Contractor shall enroll in and verify the work eligibility status of all Contractor's newly hired employees through the E-Verify program as defined in Indiana Code § 22-5-1.7-3. Contractor is not required to participate in the E-Verify program should the program cease to exist. Contractor is not required to participate in the E-Verify program if Contractor is self-employed and does not employ any employees.

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

Section 10. Contracting with Relatives

Pursuant to Indiana Code § 36-1-21, if the Contractor is a relative of a City of Goshen elected official or a business entity that is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that Contractor has notified both the City of Goshen elected official and the City of Goshen Legal Department of the relationship prior to entering into this agreement.

Section 11. No Investment Activities in Iran

In accordance with Indiana Code § 5-22-16.5, Contractor certifies that Contractor does not engage in investment activities in Iran as defined by Indiana Code § 5-22-16.5-8.

Section 12. Indemnification

Contractor shall indemnify and hold harmless the City of Goshen and City's agents, officers, and employees from and against any and all liability, obligations, claims, actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any intentional, reckless or negligent act or omission by Contractor or any of Contractor's agents, officers and employees during the performance of services under this agreement. Such indemnity shall include reasonable attorney's fees and all reasonable litigation costs and other expenses incurred by City only if Contractor is determined liable to the City for any intentional, reckless or negligent act or omission in a judicial proceeding, and shall not be limited by the amount of insurance coverage required under this agreement.

Section 13. Insurance

Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

- (1) Workers Compensation and Employer's Liability - Statutory Limits
- (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (4) Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate
- (5) Excess Umbrella Coverage - \$1,000,000 each occurrence

Section 14. Force Majeure

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

If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

Section 15. Default

If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.

It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor 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 services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor 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 Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
- (7) The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 16. Termination

The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.

City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 agreement.

Section 17. Notice

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses,

or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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

Contractor: Abonmarche Consultants, Inc.
Bradley E. Mosness, PE,
Vice President
1009 South Ninth Street
Goshen, IN 46528

Section 18. Subcontracting or Assignment

Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

Section 19. 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. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 20. 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.

Section 21. Applicable Laws

Contractor 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.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so maybe deemed a material breach of agreement.

Section 22. Miscellaneous

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

between these documents and applicable laws, rules, regulations or ordinances, the most stringent 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 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 agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. 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.

Section 24. Binding Effect

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

Section 25. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Abonmarche Consultants, Inc.

Section 26. Authority to Bind Contractor

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

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

Ahonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Michael A. Landis, Member

Mary Nichols, Member

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

Daryl Knip

Printed: Daryl Knip

Title: CEO

Date Signed: 8-31-21



**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 Public and Safety

FROM: Engineering

RE: **WWTP IMPROVEMENTS PROJECT – WATER LINE SURVEY
(JN: 2019-0025A)**

DATE: September 13, 2021

As part of the WWTP Improvements Project, a new water line was installed on the WWTP property with the intent of the line being a City owned water main. Because the line is on WWTP property, it will require an easement. The Engineering Department has requested that Abonmarche Consultants, Inc. survey the water line and provide a metes and bounds legal description. Attached is an agreement for said work

Requested motion: Move to approve the agreement with Abonmarche Consultants, Inc. for the preparation of a metes and bounds legal description of an existing water line at the WWTP for a contract price of \$1,200.

AGREEMENT

SURVEY FOR INDIANA AVENUE WATER TAP

THIS AGREEMENT is entered into on _____, 2021, which is the last signature date set forth below, by and between **Abonmarche Consultants, Inc.** ("Contractor"), whose mailing address is 303 River Race Drive, Unit 206, Goshen 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").

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

Section 1. Contractor Duties

Contractor shall provide City services consisting of the survey on an area of Indiana Avenue for a water tap which services are more particularly described in Contractor's proposal attached as Exhibit A, Mosness Email (hereinafter referred to as "Duties").

In the event of any conflict between the terms of this agreement and the terms contained in the proposal attached as Exhibit A, the terms set forth in this agreement shall prevail.

Contractor's duties under this agreement include:

- A. Field locate the water main;
- B. Prepare a metes and bounds legal description for the water tap off Indiana Avenue that will feed the City's new Sludge Dewatering Facility.

Section 2. Effective Date; Term

The agreement shall become effective on the day of execution and approval by both parties.

Section 3. Compensation

City agrees to compensate Abonmarche Consultants Inc. an amount not to exceed the sum of One Thousand Two Hundred (\$1,200.00) Dollars for performing all Duties.

Section 4. Payment

Payment shall be upon City's receipt of a detailed invoice from Contractor. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 East Jefferson Street, Suite 1
Goshen, IN 46528

Payment will be made within forty-five (45) days following City's receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment.

Section 5. Ownership of Documents

All documents, records, applications, plans, drawings, specifications, reports, and other materials, regardless of the medium in which they are fixed, (collectively "Documents") prepared by Contractor or Contractor's employees, agents or subcontractors under this agreement, shall become and remain the property of and may be used by City. Contractor may retain a copy of the Documents for its records.

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coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

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If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. 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.

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

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
- (4) Contractor 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 Contractor or any of Contractor's property.
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City may terminate this agreement, in whole or in part, in the event of default by Contractor.

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 agreement.

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Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

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204 East Jefferson St., Suite 2
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Contractor: Abonmarche Consultants, Inc.
Bradley E. Mosness, PE,
Vice President
303 River Race Drive, Unit 206
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Contractor shall not subcontract or assign any right or interest under the agreement, including the right to payment, without having prior written approval from City. Any attempt by Contractor to subcontract or assign any portion of the agreement shall not be construed to relieve Contractor from any responsibility to fulfill all contractual obligations.

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Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 20. 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.

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Contractor 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.

Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 22. Miscellaneous

Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally hindering requirement shall govern.

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

In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 23. 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.

Section 24. Binding Effect

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

Section 25. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between City and Abonmarche Consultants, Inc.

Section 26. Authority to Bind Contractor

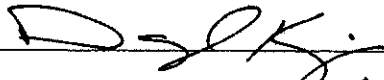
The undersigned affirm that all steps have been taken to authorize execution of this agreement, and upon the undersigned's execution, bind their respective organizations to the terms of the agreement.

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor



Printed: Daryl Knip

Michael A. Landis, Member

Title: CEO

Mary Nichols, Member

Date Signed: 8-31-21

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____

