

MINUTES OF SEPT. 27, 2021 REGULAR MEETING

Board of Public Works & Safety and Stormwater Board

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

Present: Chair Jeremy Stutsman and members Mike Landis and Mary Nichols

Absent: Board members Barb Swartley and DeWayne Rouse

Review/approval of Agenda: Mayor Stutsman presented the Board agenda, adding the opening of bids for two single-axle dump trucks as new agenda item #1 and a Uniform Conflict of Interest Disclosure Statement for city employee Michael A. Bontrager (Exhibit A) as new agenda item #5A. **Nichols moved to approve the agenda as revised and the motion was seconded by Landis. Motion passed 3-0.**

1) Opening of bids for two single-axle dump trucks for the City

Mayor Stutsman opened two sealed bids for two single-axle dump trucks for the city:

- Truck Centers, Inc. of 4145 Ameritech Drive in South Bend submitted a bid for two 2023 Freightliner 108SD dump trucks for the total amount of \$360,948.00. Delivery would be 360-420 days from the date of the contract.
- Selking International Trucks of 4849 Western Ave. in South Bend submitted a bid for two International model HV607 dump trucks for the total amount of \$385,972.48. The delivery date would be determined at a later date.

Mayor Stutsman made a motion that the two bids be referred to the city Legal Department for review. Nichols seconded the motion. Passed 3-0.

2) Request for the temporary placement of a dumpster at 409 Queen Street

Cody Bryant said he recently purchased the property at 409 Queen Street and was requesting permission for a dumpster to be temporarily placed in front of the residence for the disposal of debris during extensive home remodeling. Bryant said he anticipated needing the dumpster for about two weeks. Bryant noted that he does have cones available to mark the space if necessary.

Nichols/Landis moved to approve the temporary placement of a dumpster at 409 Queen Street, on the edge of the street, for three weeks in October 2021. Motion passed 3-0.

3) Request for 7th Street closures to make sewer taps for 307 and 224 S. 7th St.

Kent Holdren, superintendent of city Water Treatment and Sewer Collection, asked the Board to approve road closures on portions of 7th Street to make sewer taps beginning Sept. 28, 2021. Goshen Water would like to have two sections of south 7th Street closed to install sewer taps for Lacasa Inc.



Holdren said the City needs 307 South 7th Street closed, between Madison and Jefferson streets, from Tuesday Sept. 28 until Thursday Sept. 30. In addition, for the 224 South 7th Street address, the city needs the street to be closed, between Jefferson and Washington streets, Thursday, Sept. 30 until Monday, Oct. 4.

Nichols/Landis moved to approve the requested road closures on 7th Street to make the sewer taps beginning Sept. 28, 2021 and ending Oct. 4, 2021. Motion passed 3-0.

4) Agreement allowing for the controlled release of stormwater runoff into the roadside ditch along the east side of County Road 17

Brandy Henderson, a paralegal with the city Legal Department, asked the Board approve an agreement to allow for controlled releases of stormwater runoff into the roadside ditch along the east side of County Road 17 for property owned by Next Modular, LLC, 3151 Peddlers Village Road in Goshen. By way of background, the staff report indicated that City standards require stormwater to be contained and infiltrated on any given commercial development, but soil conditions on the subject property do not allow for sufficient infiltration with the required 36-hour testing parameters. Stormwater runoff from the property now flows to the roadside ditch along the east side of County Road 17, which is maintained by the City. City staff have concluded that the proposed controlled release of stormwater will not negatively affect the roadside ditch.

Nichols/Landis moved to approve an agreement to allow for controlled releases of stormwater runoff into the roadside ditch along the east side of County Road 17 for property owned by Next Modular, LLC, 3151 Peddlers Village Road in Goshen. Motion passed 3-0.

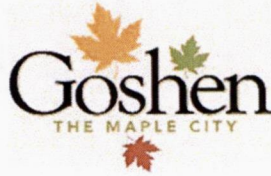
5) Uniform Conflict of Interest Disclosure Statement for city employee Michael A. Bontrager and agreement with 31 Fire Protection, LLC for maintenance of the City's fire extinguishers

A. Shannon Marks, a paralegal with the city Legal Department, asked the Board accept a Uniform Conflict of Interest Disclosure Statement for city employee Michael A. Bontrager. Marks said Bontrager is a Goshen firefighter and also is the owner of 31 Fire Protection, LLC. Marks said the City and 31 Fire Protection, LLC are seeking to enter into a contract for the annual inspection and maintenance of city fire extinguishers.

Nichols/Landis moved to accept the Uniform Conflict of Interest Disclosure Statement filed by city employee Michael A. Bontrager. Motion passed 3-0.

B. Brandy Henderson, a paralegal with the city Legal Department, asked the Board approve and execute the agreement with 31 Fire Protection, LLC to perform annual inspections, routine maintenance and repair of the City's 325 fire extinguishers at a cost of \$40.00 per trip and \$4.95 per extinguisher with addition charges memorialized in the chart marked Exhibit A that was included with the agreement. In response to questions from Mayor Stutsman and Board member Landis, Henderson clarified the maintenance costs.

Nichols/Landis moved to approve and execute the agreement with 31 Fire Protection, LLC to perform annual inspections, routine maintenance and repair of the City's 325 fire extinguishers at a cost of \$40 per trip and \$4.95 per extinguisher with addition charges memorialized in the chart marked Exhibit A included with the agreement. Motion passed 3-0.



6) Memorandum of understanding between City of Goshen and Goshen Community Schools for School Resource Officers

Brandy Henderson, a paralegal with the city Legal Department, asked the Board approve the Memorandum of Understanding (MOU) between the City of Goshen Police Department and Goshen Community Schools for the School Resource Officer Program. This MOU memorializes the mutual understanding between the parties regarding the role of School Resource Officers within the schools. Henderson said the Police Department was asking the Board to approve the MOU. In response to a question from Mayor Stutsman, City Attorney Bodie Stegelmann said he believed this was the first MOU for the School Resource Officer Program. Mayor Stutsman said he loved the program and the cooperation between Goshen Community Schools and the City, but unless there was a compelling reason to act immediately, he wanted to table the matter so he could read the MOU. Henderson said the MOU was requested by the Police Department based on what other school corporations have done and to clarify the roles of the parties.

Stutsman/Nichols moved to table consideration of the Memorandum of Understanding between the City of Goshen Police Department and Goshen Community Schools for the School Resource Officer Program until the Board's next meeting. Motion passed 3-0.

7) Agreement with Merrell Bros., Inc.

Brandy Henderson, a paralegal with the city Legal Department, asked the Board to enter into a contract with Merrell Bros. Inc. to provide the City certain services necessary to complete various activities related to the two-part process of lagoon cleaning and clean-closure certification with a cost not expected to exceed \$125,000. Henderson said these services were described in paragraph 2 and 3 of Contractor's Sept. 13, 2021 proposal attached as Exhibit A to the agreement. The cost of this two-part services is not expected exceed a combined cost of \$125,000.

Nichols/Landis /Nichols moved to enter into a contract with Merrell Bros. Inc. to provide the City certain services necessary to complete various activities related to the two-part process of lagoon cleaning and clean-closure certification with a cost not expected to exceed \$125,000. Motion passed 3-0.

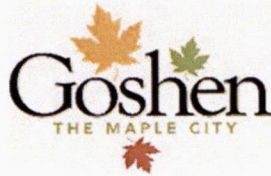
8) Agreement for special cleaning of well #14

Brandy Henderson, a paralegal with the city Legal Department, asked the Board to approve and execute the agreement for the special cleaning of Well #14 with Peerless Midwest, Inc. at a cost of \$29,960.00. Henderson said the company will utilize an innovative and successful process called the Armour Method. It will require approximately six treatments over the course of 3-4 weeks at a cost of \$29,960. Any additional treatments, if required will cost \$4,980 per treatment. Henderson said the Sewer and Water Department made this request.

Nichols/Landis moved to approve and execute the agreement for the special cleaning of Well #14 with Peerless Midwest, Inc. at a cost of \$29,960. Motion passed 3-0.

9) Agreement with US Army for Joint Training at City's Fidler Pond

City Attorney Bodie Stegelmann asked the Board to approve a Private Property Utilization Agreement with the United State Army, C Co 2-238th GSAB/Indiana HART unit to conduct training exercises at the City's Fidler Pond Park, on Oct. 6, 2021, during the approximate hours of 9 a.m. through 5 p.m., and authorize Mayor Stutsman to sign the agreement on behalf of the Board of Public Works & Safety. The agreement will allow the Army National Guard's helicopter aquatic rescue team to use the southern part of the pond for water rescue training.



In response to a question from Mayor Stutsman, City Attorney Stegelmann said part of the walking path will be closed during the exercise. Mayor Stutsman said the Army National Guard conducted training in August in Goshen and it went well. Fire Department Chief Danny Sink said it was fortunate that Goshen Fire Department personnel will participate in the training exercise.

Nichols/Landis moved to approve the Private Property Utilization Agreement with the United State Army, C Co 2-238th GSAB/Indiana HART unit to conduct training exercises at the City's Fidler Pond Park, on Oct.6, 2021, during the approximate hours of 9 a.m. through 5 p.m., and authorize Mayor Stutsman to sign on behalf of the Board of Public Works & Safety. Motion passed 3-0.

Privilege of the Floor: No one asked to speak

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

Mayor Stutsman declared the meeting adjourned at 2:20 p.m.

Exhibit A: Uniform Conflict of Interest Disclosure Statement by city employee Michael A. Bontrager related to agenda item #5, an agreement with 31 Fire Protection, LLC for maintenance of the City's fire extinguishers.

APPROVED

A blue ink signature of Jeremy Stutsman, written over a horizontal line.

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member



Barb Swartley

Barb Swartley, Member

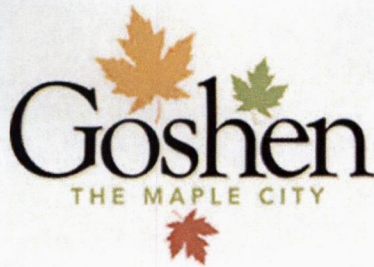
DeWayne Riouse

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre

Richard R. Aguirre, Clerk-Treasurer



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

September 27, 2021

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Uniform Conflict of Interest Disclosure Statement

City employee Michael A. Bontrager is submitting the attached Uniform Conflict of Interest Disclosure Statement to the Board of Public Works and Safety for acceptance in a public meeting in accordance with Indiana Code § 35-44.1-1-4, Conflict of Interest.

Michael Bontrager is the owner of 31 Fire Protection, LLC. The city and 31 Fire Protection, LLC are proposing to enter into a contract for annual inspection and maintenance of city fire extinguishers.

Suggested Motion:

Move to accept the Uniform Conflict of Interest Disclosure Statement filed by Michael A. Bontrager.



UNIFORM CONFLICT OF INTEREST DISCLOSURE STATEMENT

State Form 54266 (R2 / 6-15) / Form 236
STATE BOARD OF ACCOUNTS

Indiana Code 35-44.1-1-4

A public servant who knowingly or intentionally has a pecuniary interest in or derives a profit from a contract or purchase connected with an action by the governmental entity served by the public servant commits conflict of interest, a Class D Felony. A public servant has a pecuniary interest in a contract or purchase if the contract or purchase will result or is intended to result in an ascertainable increase in the income or net worth of the public servant or a dependent of the public servant. "Dependent" means any of the following: the spouse of a public servant; a child, stepchild, or adoptee (as defined in IC 31-9-2-2) of a public servant who is unemancipated and less than eighteen (18) years of age; and any individual more than one-half (1/2) of whose support is provided during a year by the public servant.

The foregoing consists only of excerpts from IC 35-44.1-1-4. Care should be taken to review IC 35-44.1-1-4 in its entirety.

1. Name and Address of Public Servant Submitting Statement: MICHAEL A. BONTRAGER
54180 CR. 8, APT. B MIDDLEBURY IN 46540
2. Title or Position With Governmental Entity: LIEUTENANT - GOSHEN FIRE DEPT.
3. a. Governmental Entity: City of Goshen, Indiana
b. County: Elkhart
4. This statement is submitted (check one):
a. ☐ as a "single transaction" disclosure statement, as to my financial interest in a specific contract or purchase connected with the governmental entity which I serve, proposed to be made by the governmental entity with or from a particular contractor or vendor; or
b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): 31 FIRE PROTECTION, LLC
6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
ANNUAL FIRE EXTINGUISHER INSPECTIONS AND SERVICE.
ANNUAL CONTRACT TO BE AWARDED ON OR ABOUT 8/31/21
RENEWING ANNUALLY FOR 4 ADDITIONAL YEARS IF TERMS
REMAIN THE SAME.

7. **Description of My Financial Interest** (Describe in what manner the public servant or "dependent" expects to derive a profit or financial benefit from, or otherwise has a pecuniary interest in, the above contract(s) or purchase(s); if reasonably determinable, state the approximate dollar value of such profit or benefit.):

OWNER OF 31 FIRE PROTECTION, LLC.
\$3000.⁰⁰ to \$4000. - DEPENDING ON TESTING REQUIRED.

(Attach extra pages if additional space is needed.)

8. **Approval of Appointing Officer or Body** (To be completed if the public servant was appointed by an elected public servant or the board of trustees of a state-supported college or university.):

I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

Elected Official

Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

8-16-2021

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

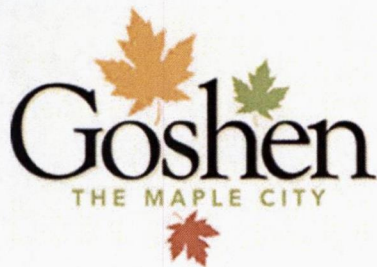
Signed: Michael A. Bontrager
(Signature of Public Servant)

Date: 8-16-21
(month, day, year)

Printed Name: MICHAEL A. BONTRAGER
(Please print legibly.)

Email Address: mike@31fireprotection.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.



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 - b. ☐ as an "annual" disclosure statement, as to my financial interest connected with any contracts or purchases of the governmental entity which I serve, which are made on an ongoing basis with or from particular contractors or vendors.
5. Name(s) of Contractor(s) or Vendor(s): 31 FIRE PROTECTION, LLC

6. Description(s) of Contract(s) or Purchase(s) (Describe the kind of contract involved, and the effective date and term of the contract or purchase if reasonably determinable. Dates required if 4(a) is selected above. If "dependent" is involved, provide dependent's name and relationship.):
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ANNUAL CONTRACT TO BE AWARDED ON OR ABOUT 8/31/21
RENEWING ANNUALLY FOR 4 ADDITIONAL YEARS IF TERMS
REMAIN THE SAME.

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OWNER OF 31 FIRE PROTECTION, LLC.
\$ 3000.00 - \$4000. - DEPENDING ON TESTING REQUIRED.

(Attach extra pages if additional space is needed.)

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I (We) being the _____ of
(Title of Officer or Name of Governing Body)

_____ and having the power to appoint
(Name of Governmental Entity)

the above named public servant to the public position to which he or she holds, hereby approve the participation to the appointed disclosing public servant in the above described contract(s) or purchase(s) in which said public servant has a conflict of interest as defined in Indiana Code 35-44.1-1-4; however, this approval does not waive any objection to any conflict prohibited by statute, rule, or regulation and is not to be construed as a consent to any illegal act.

_____	_____
_____	_____
_____	_____
Elected Official	Office

9. **Effective Dates** (Conflict of interest statements must be submitted to the governmental entity prior to final action on the contract or purchase.):

8-16-2021

Date Submitted (month, day, year)

Date of Action on Contract or Purchase (month, day, year)

10. **Affirmation of Public Servant:** This disclosure was submitted to the governmental entity and accepted by the governmental entity in a public meeting of the governmental entity prior to final action on the contract or purchase. I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above named public servant.

Signed: Michael A. Bontrager
(Signature of Public Servant)

Date: 8-16-21
(month, day, year)

Printed Name: MICHAEL A. BONTRAGER
(Please print legibly.)

Email Address: mike@31fireprotection.com

Within fifteen (15) days after final action on the contract or purchase, copies of this statement must be filed with the State Board of Accounts by uploading it here https://gateway.ifionline.org/sboa_coi/ which is the preferred method of filing, or by mailing it to the State Board of Accounts, Indiana Government Center South, 302 West Washington Street, Room E418, Indianapolis, Indiana, 46204-2765 and the Clerk of the Circuit Court of the county where the governmental entity took final action on the contract or purchase.