



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., May 16, 2022

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: May 9, 2022

Approval of Agenda

1) OPENING OF BIDS (due at 1:45 p.m. on May 16, 2022):

- **New Goshen Parks Maintenance Building Construction**

Project: Goshen Parks Maintenance Building Construction project, including but not limited to a new building structure, asphalt parking and maneuvering areas, utilities, storm sewer, stormwater retention and fencing.

2) Fire Department: Conditional offer of employment to Evan T. Baker

3) Neighborhood requests: Historic Southside Neighborhood Association request for dump trailers in June and September and a partial closure of 7th Street for an Aug. 27 block party

4) Legal Department: Acceptance of easements and deeds of dedication from Ryan Thwaits

5) Legal Department: Agreement for surveying services at the Hess Riverdale Addition and Merit Learning Center with Jones Petrie Rafinski, Corp.

6) Building Department: Approval of City of Goshen electrical and mechanical licenses:

- Request for electrical license for Jeffrey Olszewski
- Request for mechanical license for Kerry L Nott

7) Water & Sewer Department: Request for partial closure of North 8th Street, May 17-19

8) Water & Sewer Department: Request for closure of South 5th Street and East Washington Street intersection, May 18-20



9) Engineering Department: Request to approve balancing change order, decreasing the contract amount, for the Wilden Tree Clearing Project (JN: 2014-0035)

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment



BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD

MINUTES OF THE May 9, 2022 REGULAR MEETING

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

Present: Mayor Jeremy Stutsman, Mike Landis, Mary Nichols, DeWayne Riouse and Barb Swartley

Absent:

CALL TO ORDER: Mayor Stutsman called the meeting to order at 2:00 p.m.

REVIEW/APPROVE MINUTES: Minutes of the May 2, 2022 meeting of the Board of Works & Safety & Stormwater Board were presented. Board member DeWayne Riouse moved to approve the minutes as presented and the motion was seconded by Board member Mary Nichols. Motion passed 5-0.

REVIEW/APPROVE AGENDA: Mayor Stutsman presented the meeting agenda. Board member Riouse moved to approve the agenda as presented. Board member Nichols seconded the motion. Motion passed 5-0.

1) OPENING OF BIDS (all were due at 1:45 p.m. on May 9, 2022 in the Clerk-Treasurer's Office):

East College Avenue Industrial Park – Contract 1 project

(Water Main Loop – This project includes the installation of new 12" water main, 8" sanitary sewer force main, three bore and jack casing pipes under the Norfolk Southern railroad tracks, and pavement restoration.)

Mayor Stutsman opened the bids received for the East College Avenue Industrial Park – Contract 1 project.

These were the results of the bids: Niblock Excavating of Bristol, Indiana, a base bid of \$5,717,935 and HRP Construction of South Bend, Indiana, a base bid of \$5,354,383.

Mayor Stutsman/Nichols moved to refer the bids to the Legal Department for review. Motion passed 5-0.

East College Avenue Industrial Park – Contract 2 project

(Earthwork and Drainage Ponds – The work involved is the excavation for the proposed retention/detention basins, the excavation of the flood routing swales, the grading of a portion of the building sites, installation of drainage culverts, rip-rap placement and seeding.)

Mayor Stutsman opened the one bid received for the East College Avenue Industrial Park – Contract 2 project. The bid was from: Niblock Excavating of Bristol, Indiana, for \$11,779,850.

Mayor Stutsman/Nichols moved to refer the bid to the Legal Department for review. Motion passed 5-0.

East College Avenue Industrial Park – Contract 3 project

(The project includes a new asphalt street with concrete curb & gutter, the installation of new 12" water main, 8" sanitary sewer force main, 8" sanitary sewer, storm sewer, pavement markings, and concrete drive approaches.)

Mayor Stutsman opened the bids received for the East College Avenue Industrial Park – Contract 3 project.



These were the results of the bids: Niblock Excavating of Bristol, Indiana, a base bid of \$5,569,770.75 and an alternate bid of \$1,776,358; HRP Construction of South Bend, Indiana, a base bid of \$5,480,000.00 and an alternate bid of \$1,790,000; and Selge Construction Co. of Niles, Michigan, a base bid of \$7,296,914.30 and an alternate bid of \$1,944,668.44.

Mayor Stutsman/Nichols moved to refer the bids to the Legal Department for review. Motion passed 5-0.

East College Avenue Industrial Park –No. 53 Aggregate Bid

(Aggregate material related to the East College Avenue Industrial Park project.)

Mayor Stutsman announced that no bids were received for the East College Avenue Industrial Park – No. 53 Aggregate. As a result, there was no Board action.

2) Resident request: Michael Sommer request to place a moving container in the parking spaces in front of 1011 South 7th Street

Mike Sommer of 1011 South 7th Street requested permission from the Board to place a 16-foot moving/storage container in the parking spaces in front his home from May 26 to May 31, 2022.

In a written request, Sommer indicated that he plans to move his household furniture and belongings prior to closing the sale of his home scheduled for June 2, 2022, but his next residence will not be available for moving in until mid-July. So, Sommer plans to use a portable 16-foot moving/storage container to properly transport and store his belongings. Since his house does not have a driveway, he asked for permission to place the moving/storage container at the curb in front of his house. The empty container would temporarily occupy the space of 1-1/2 parked cars. He said it would not impede traffic and he would inform his neighbors. There was no City staff feedback.

Riouse/Nichols moved to approve the request by Mike Sommer of 1011 South 7th Street to place a 16-foot moving/storage container in the parking spaces in front of his home from May 26 to May 31, 2022 with any appropriate safety recommendations from City of Goshen staff. Motion passed 5-0.

3) Police Department: Approval of revised police policies and repeal of certain policies

Goshen City Attorney Bodie Stegelmann asked the Board to approve Resolution 2022-16 - *Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies*.

Stegelmann explained that the Board previously adopted a resolution approving City of Goshen Police Department Policies and Repealing Certain Policies, effective May 16, 2022. The Police Department administration introduced the new policies to its Department and discovered some necessary, minor revisions that needed to be made to the policies to match Police Department operations.

Changes to the following policies were requested (and full copies of the proposed revisions were included in the Board's meeting packet) and the previous versions of these policies were repealed:

- 200 - Organizational Structure and Responsibility
- 304 - Electronic Control Device
- 307 - Vehicle Pursuits
- 426 - Homeless Persons
- 501 - Traffic Accidents
- 504 - Operating While Intoxicated



- 901 - Temporary Custody of Juveniles
- 1008 - Personnel Complaints
- 1010 - Personnel Records
- 1017 - Work-Related Illness and Injury Reporting
- 1018 - Personal Appearance Standards
- 1019 - Uniforms and Civilian Attire

Clerk-Treasurer Aguirre noted that Police Chief José Miller provided redline versions of the policies indicating the requested changes and they were included in the Board's agenda packet.

Riouse/Nichols moved to approve the approve Resolution 2022-16 - Approving Certain Revised City of Goshen Police Department Policies and Repealing Various Policies. Motion passed 5-0.

4) Utilities Office: James Warble request for relief from a \$500 illegal water connection fee

Jim Warble of 123 Blackport Drive in Goshen asked the Board for relief from an illegal water connection fee of \$500 from April 11, 2022.

Warble said he purchased the home in 2014 and arranged for a contractor to connect his home to City water service. Warble said that in April 2022, he contacted the City Water Department about a water leak in his yard. Warble said he had no knowledge of the illegal water connection. Warble said that if he knew it was an illegal connection, he would have never have asked City staff to come to his home and investigate the leak. He said that when City staff told him he had an illegal connection, he had it disconnected right away.

Warble said that in 2014, he paid a Fort Wayne contractor \$3,300 to connect his home to City water service. In response to a question from **Mayor Stutsman**, Warble said he has a legal inside water connection and has paid his bills. In his written request, Warble indicated he didn't feel responsible for the charge and that the contractor should be held responsible. Warble further wrote that he is retired, lives on a fixed income and couldn't afford to pay the fee. **City Water and Sewer Office Manager Kelly Saenz** clarified that Warble has City water service. Saenz said that the second, illegal, connection was used for outdoor irrigation. She said Warble was billed for inside water service, but not for any outdoor usage.

City Water Utility Supervisor Matthew Beard described the illegal water connection at 123 Blackport Drive and confirmed outdoor usage was not monitored or charged to Warble by the City.

According to a City staff report, Beard observed a PVC line connected to the domestic water line bypassing the utility water meter. This water source was confirmed as a private connection to an outside water spigot. While at the site, the water line was disconnected and Warble was told the private line could no longer be used. Photos were taken at the time of the incident and were included in the agenda packet.

Saenz reported that this type of connection is against City Ordinance 4290 Section 1. L. "Unauthorized Connection" which states: "A person connecting a location of the Water Utility's water system without the knowledge and consent of the Water Utility shall be charged a fee of Five Hundred Dollars (\$500.00) unless the Water Utility can establish that a greater fee should be charged by applying the schedule of rates and charges." A billing statement for the \$500 fee was mailed to Warble on April 13, 2022. A copy of the billing statement, with supporting documentation, was included in the Board's agenda packet.

In response to a question from **Mayor Stutsman**, **City Attorney Bodie Stegelmann** said the \$500 illegal connection fee is set by the City's ordinance and is a flat fee. **Saenz** clarified the fee for the Board.



Board member Landis said that if what Warble says is true, he might not have known the outside water connection was illegal. On the other hand, Landis said that if Warble used outside water frequently and was aware of the connection, a \$500 fee would be reasonable. However, Landis said it might not be possible to know if Warble knew it was illegal and what happened when water service was connected in 2014.

Mayor Stutsman said he believed Warble's statement that he would not have called the City about the leak if he knew he had an illegal connection. So, the Mayor said he believed Warble and that the illegal installation might have occurred before 2014. Still, he said a \$500 fee might be less than the cost of the water used since 2014.

Mayor Stutsman said this is the first case of a residential illegal connection he has encountered. **City Attorney Stegelmann** said previous cases have involved commercial water customers and not homeowners.

Asked by **Mayor Stutsman** about the Board's authority to act or reduce the fee, **Stegelmann** said \$500 was the fee established by the ordinance. Stegelmann said the Board could impose a higher fee if it could established a large amount of water was used, but it also could drop the fee entirely.

Landis said that if the \$500 fee was imposed, that would work out to \$60 a year or \$5 a month, which might be what Warble might have owed if charged. Landis asked **City Water and Sewer Office Manager Saenz** if Warble would be required to pay a lump sum or something else. Saenz said Warble could make payments, but his water service would not be disconnected if he didn't make the payments.

Mayor Stutsman said he could argue the case both ways. **Board member Swartley** said she tended to believe Warble and that a \$500 fee seemed punitive and a lot of money to charge a person living on a fixed income. She said she would vote for the requested relief. Mayor Stutsman agreed. He also said he would have considered reducing the \$500 fee, but understands that isn't possible and that it doesn't appear Warble knew about the illegal connection.

Mayor Stutsman asked if the illegal connection has been removed. **Saenz** said it was removed.

Mayor Stutsman/Nichols then moved to waive the \$500 illegal water connection fee for James Warble of 123 Blackport Drive. Motion passed 5-0.

5) Redevelopment Department: Request for permission to place eight (8) sculptures within the public right-of-way

City Redevelopment Director Becky Hutsell asked the Board to approve a request to place eight locally-created sculptures within the public right-of-way for a period of 12 months at the approximate locations detailed on a spreadsheet provided to the Board.

Hutsell said this year marks the 15th anniversary of the Elkhart County Convention & Visitors Bureau's Quilt Garden Tour. To commemorate the anniversary, the bureau will be bringing back a limited number of Seward Johnson sculptures to be placed at each of the garden locations and, in support of local artists, it is also sponsoring locally-created sculptures to cities and towns in Elkhart County if so desired.

The ECCVB has offered to fund four local pieces and Goshen has agreed to sponsor four additional sculptures. All eight pieces were created by Goshen artists, including several Goshen College students, and the Redevelopment Department requested permission to place them downtown within the right-of-way.

Similar to the Seward Johnson sculptures the City hosted five years ago, the sculptures placed outside of the walking path and to avoid any conflicts with utilities. The sculptures would remain for 12 months, beginning this month.

Mayor Stutsman said this project would be paid for with funds designated for public act through the City's American Rescue Plan Act federal grant.



Riouse/Nichols moved to approve the request to place eight locally-created sculptures within the public right-of way for a period of 12 months at the approximate locations detailed on a spreadsheet provided to the Board. Motion passed 5-0.

6) Engineering Department: Approve Resolution 2022-15 and agreement with Niblock Excavating for the College Avenue Bridge #410 Utility Relocation Project for \$1,685,277.50

City Civil Engineer Bryce Gast asked the Board to approve an agreement with Niblock Excavating for the College Avenue Bridge #410 Utility Relocation project in the amount of \$1,685,277.50 and adopt Resolution 2022-15.

Gast said Niblock was the lowest responsive and responsible bidder for the project. He said Resolution 2022-15 was needed because the current material shortage and inflationary pressures in the construction industry, both owners and contractors find it challenging to navigate project bidding and delivery.

Gast said that to assist with pricing risk reduction for both the owner and the contractor, Line Item No. 36 - Construction Allowance in the amount of \$120,000.00 was added to the contract. He said this allowance will permit the contractor to make claims for material price increases between issuing a purchase order (P.O.) and the delivery of the material. He said the inclusion of this line item effectively makes this a cost-reimbursement contract, as defined by Indiana Code 5-22-17-2.

Gast said the reason for the inclusion of Line Item No. 36 is that it has become impracticable to obtain the supplies required except under such a contract, as contractors increasingly refuse to commit to pricing for supplies as the market for construction supplies has become volatile with frequent and significant price changes. **Gast** said the Goshen Engineering Department asked the Board of Public Works and Safety award the contract for \$1,685,277.50 to Niblock Excavating as the lowest responsive and responsible bidder.

City Attorney Stegelmann further clarified the need for the Resolution 2022-15, stating that because of the current rising costs, this is the only way the City can enter into this contract for the required work.

In response to questions from **Board member Landis**, **Gast** said that in order to qualify for additional funds, Niblock will have demonstrate the materials have become more costly than anticipated.

Riouse/Nichols moved to approve the approve the Agreement with Niblock Excavating for the College Avenue Bridge #410 Utility Relocation project in the amount of \$1,685,277.50 and adopt Resolution 2022-15. Motion passed 5-0.

7) Engineering Department: Request for partial sidewalk closures for storm drain mural art painting

City Stormwater Coordinator Jason Kauffman asked the Board to approve partial sidewalk closures at 10 storm drain mural painting locations between Monday, May 9 and Saturday, June 11, 2022.

In support of his request, **Kauffman** distributed to the Board a Goshen Water Fest flier, in English and Spanish, and four color examples of 2022 Storm Drain Mural Art (**EXHIBIT #1**).

Kauffman said painting for the storm drain mural art project is kicking off next week with artists painting at 10 locations at various times through the month of May. Artists are expected to finish painting by June 6, 2022 and City staff will be applying sealant soon after with all work to be completed by the unveiling at Goshen Water Fest on Saturday, June 11. To complete the project, some partial sidewalk closures will be needed to complete the painting, apply the protective sealant, and allow the areas to dry.



Before starting, artists will meet with Stormwater Department staff to receive their supplies, including traffic cones and reflective vests. Artists and their assistants or supervisors will receive a brief safety training about cone configurations and other considerations.

Riouse/Nichols moved to approve partial sidewalk closures at 10 storm drain mural painting locations between Monday, May 9 and Saturday, June 11, 2022. Motion passed 5-0.

8) Engineering Department: Approve lane restrictions for concrete paving project in Terrace Green, between May 16-Sept. 1, 2022 (JN 2022-0002B)

City Director of Public Works & Utilities Dustin Sailor asked the Board to approve the Concrete Paving Project lane restrictions in Terrace Green from May 16 thru Sept. 1, 2022.

Sailor said Rieth-Riley employees will remove old and install new concrete pavement and ADA ramps in Terrace Green. They will be starting on Kentfield Way and working their way throughout the subdivision. The work will require partial lane restrictions throughout the subdivision as the work progresses, with Rieth-Riley providing traffic control.

Riouse/Nichols moved to approve the Concrete Paving Project lane restrictions in Terrace Green from May 16 thru Sept. 1, 2022. Motion passed 5-0.

9) Building Department: Mechanical license request for John Cabral of Pro Comfort Heating & Cooling, LLC
City Building Commissioner/Commercial Building Inspector Myron Grise asked the Board to approve a City of Goshen mechanical licenses for John Cabral of Pro Comfort Heating & Cooling, LLC of Fort Wayne.

Grise said Cabral has met the requirements for a City of Goshen mechanical license. He said Cabral took an acceptable limited air conditioning examination on March 6, 2004 and received a passing score of 79 percent. Cabral holds a valid mechanical license in Allen County, and is requesting a reciprocal license with Goshen.

Riouse/Nichols moved to approve a City of Goshen mechanical licenses for John Cabral of Pro Comfort Heating & Cooling, LLC of Fort Wayne. Motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):

Mayor Stutsman opened Privilege of the Floor at 2:32 p.m. There were no public comments, so the Mayor closed the public comment period at 2:32 p.m.

As all matters before the Board of Public Works & Safety & Stormwater Board were concluded, Mayor Stutsman/Nichols moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 5-0.

Mayor Stutsman adjourned the meeting at 2:32 p.m.

EXHIBIT #1: Goshen Water Fest flier, in English and Spanish, and four color examples of 2022 Storm Drain Mural Art, both provided by City Stormwater Coordinator Jason Kauffman.



APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

Barb Swartley, Member

DeWayne Riouse, Member

ATTEST

Richard R. Aguirre, Clerk-Treasurer



**Engineering Department
CITY OF GOSHEN**

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

Phone (574) 534-2201 • Fax (574) 533-8626 • TDD (574) 534-3185
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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering

RE: **NEW GOSHEN PARKS MAINTENANCE BUILDING
PROJECT NO. 2021-0022**

DATE: May 16, 2022

The Clerk-Treasurer's Office has received bids from contractors today for the New Goshen Parks Maintenance Building project and we are requesting that the Board of Public Works and Safety open these bids at today's meeting.

Requested Motion: Open bids received from Contractors for the New Goshen Parks Maintenance Building project and read the Base Bid Amount and Alternates A, B & C Amounts for each Part 1 & Part 2.



CITY OF GOSHEN LEGAL DEPARTMENT

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

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May 16, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Fire Department Conditional Offer of Employment to Evan T. Baker

On behalf of the Fire Department, it is recommended that the Board extend a conditional offer of employment to Evan T. Baker, as well as approve and authorize the Mayor to execute the attached Conditional Offer of Employment Agreement.

The agreement sets forth the conditions that the prospective employee must meet prior to beginning employment with the Fire Department as a probationary firefighter, and requires Evan to successfully complete all training requirements once employed and serve as an active paramedic.

The Fire Department will request the Board to confirm the offer of employment when a position opening becomes available in the Department.

Suggested motions:

- (1) Move to extend a conditional offer of employment to Evan T. Baker as a probationary firefighter.
- (2) Move to approve and authorize the Mayor to execute the Conditional Offer of Employment Agreement with Evan T. Baker.

**GOSHEN FIRE DEPARTMENT
CONDITIONAL OFFER OF EMPLOYMENT AGREEMENT**

THIS AGREEMENT is entered into on _____, 2022, which is the date of the last signature set forth below, by and between **Evan T. Baker** ("Baker") and the **City of Goshen, 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, City and Baker agree as follows:

PREREQUISITES TO BEGINNING EMPLOYMENT

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

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

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

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

AGREE TO ENROLL AND COMPLETE BASIC EMT TRAINING

- (1) As a condition of employment, Baker is required to successfully complete a Basic EMT training program and obtain Basic EMT certification. Baker agrees to attend the training program when instructed to do so, and successfully complete the training program and obtain Basic EMT certification within twelve (12) months from the first day of the training.
- (2) City will pay the cost of the training program and Baker will be paid for the time Baker spends in the training program under paragraph (1). City will pay the cost for Baker to attend the Basic EMT training program one (1) time.
- (3) If Baker refuses to attend the Basic EMT training program or fails to successfully complete the Basic EMT training program and obtain Basic EMT certification within twelve (12) months of the first day of the training, Baker's employment with City and the Goshen Fire Department shall terminate.

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

- (1) As a condition of employment, City shall require and Baker agrees to attend and successfully complete a paramedic training course and obtain an Indiana paramedic certification/license.
- (2) After consultation, the Fire Chief will instruct Baker when to enroll in the paramedic training course. Baker shall schedule all training sessions when Baker is scheduled to work to the extent possible.
- (3) City will pay the cost of the paramedic training and Baker will be paid for the time Baker spends in class and required clinical sessions. City will pay for Baker to attend the paramedic training course one (1) time. City will not pay for a refresher course or time for Baker to attend a refresher course.
- (4) Baker shall have twenty-four (24) months from the first day of paramedic class to complete the paramedic training course. Baker agrees to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course.

- (5) If Baker refuses to attend the paramedic training course when instructed to do so, fails to successfully complete the paramedic training course within twenty-four (24) months from the first day of paramedic class, or fails to obtain an Indiana paramedic certification/license within one (1) year after completion of the paramedic training course, Baker's employment with City and the Goshen Fire Department will be terminated for cause.
- (6) If Baker leaves employment with City and the Goshen Fire Department before receiving an Indiana paramedic certification/license, including termination, Baker agrees to repay City the City's actual cost for Baker to attend the paramedic training course, including the cost of the course and time City paid Baker to attend class and required clinical sessions. In no event shall the reimbursement amount exceed the sum of Fifteen Thousand Dollars (\$15,000).
- (7) Upon receiving an Indiana paramedic certification/license, Baker agrees to serve City as an active paramedic in accordance with the requirements set forth in the contract between the City of Goshen and the Goshen Firefighters Association, Local No. 1443, as amended from time to time, and to maintain Baker's paramedic certification/license as long as Baker is required to serve City as a paramedic.
- (8) Baker agrees to serve City as an active paramedic for a minimum of three (3) full years. If Baker fails to serve City as an active paramedic for three (3) full years, Baker agrees to repay City a prorated portion of Fifteen Thousand Dollars (\$15,000) for the paramedic training. The Fifteen Thousand Dollars (\$15,000) will be credited at the rate of Five Thousand Dollars (\$5,000) for each full year Baker serves City as an active paramedic. (Credit will not be given for partial years of service.)

No repayment will be due City if Baker fails to serve as an active paramedic for three (3) full years because of disability or illness which make it impractical to continue to serve as a paramedic in the foreseeable future, or death.
- (9) Baker's repayment to City is due (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Baker's last day of employment with City. Interest will accrue on the unpaid balance of the repayment at the rate of eight percent (8%) per annum beginning thirty (30) days after withdrawing from service as an active paramedic or within thirty (30) days of Baker's last day of employment with City.

AMENDMENT

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

SEVERABILITY

The provisions of this agreement are severable, and if any provision shall be held invalid or unenforceable, in whole or in part, then such invalidity or unenforceability shall affect only such provision, and shall not affect any other provision of this agreement.

INDIANA LAW

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

BINDING EFFECT

This agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties, and supersedes all prior negotiations, agreements and understandings between the parties concerning, the subject matter hereof.

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

Jeremy P. Stutsman, Mayor

Evan T. Baker

Date: _____

Date: _____



Richard Aguirre, City Clerk-Treasurer
CITY OF GOSHEN

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

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To: City of Goshen Board of Works & Safety
From: Clerk-Treasurer Richard R. Aguirre
Date: May 16, 2022
Subject: Requests from Historic Southside Neighborhood Association

As it has for many years, the Historic Southside Neighborhood Association is seeking Board of Works & Safety approval for City support for three summer events: reduced rental rates for dump trailers for “Clean-Ups” in June and September and the partial closure of South 7th Street for its annual picnic and block party. The requests are further described in the attached letter to the Board by Terri Wentz, chairperson of the Historic Southside Neighborhood Association.

Summary of the requests:

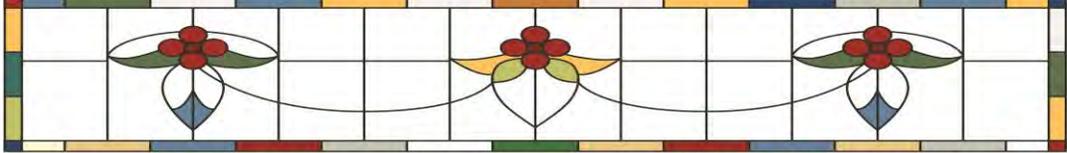
Spring “Clean-up,” June 10-12, 2022: Three trailers are requested at half of the usual cost of \$75 per trailer to be placed in the 500 block of Cottage Avenue, the 700 block of South 6th Street and the 200 block of Monroe Street. The trailers will be used to dispose larger items (no yard waste). Signage will be attached to the trailers to alert people as to what cannot be dumped and when they are full. This information also is provided to residents by email and through the Association’s private Facebook group. Neighbors are informed if a trailer is placed in front of their homes and they will monitor the trailers all weekend. Traffic cones are requested to place at each end of each trailer if they can be provided by the City for free.

Fall “Clean-up,” Sept. 9-12, 2022: Three trailers are requested at half of the usual cost of \$75 fee per trailer to be placed in the 500 block of South 5th Street, the 700 block of South 6th Street and the 200 block of Monroe. Again, the trailers will be used to dispose larger items (no yard waste). Signage will be attached to the trailers to alert people as to what cannot be dumped and when they are full. This information also is provided to residents by email and through the Association’s private Facebook group. Neighbors are informed if a trailer is placed in front of their homes and they will monitor the trailers all weekend. Traffic cones are requested to place at each end of each trailer if they can be provided by the City for free.

19th Annual Block Party and Picnic: The Association is requesting the closure of the 500 block of South 7th Street, from 4 p.m. to 8 p.m. on Saturday, Aug. 27, 2022, and the use of barricades to block alleys and streets. Residents of the 500 block will be notified a week in advance so they can move their vehicles before the event and not be “parked in.” About 150 people are expected to join for the fun, food and fellowship. Neighbors are hoping representatives from the Fire and Police Departments will also attend as in the past.

Suggested motion: Approve the Historic Southside Neighborhood Association’s requests for reduced rental rates for City dump trailers for “Clean-ups” the weekends of June 10-12 and Sept. 9-12 and the closure of the 500 block of South 7th, from 4 p.m. to 8 p.m. on Aug. 27, and the use of barricades for the association’s annual picnic and block party.

HISTORIC SOUTHSIDE



NEIGHBORHOOD ASSOCIATION

508 South 7th Street Goshen, IN 46526 574-312-9259

Dear Board of Works,

Once again the Historic Southside Neighborhood Association request to be added to the agenda of the Board of works meeting on either May 16th or 23rd, 2022.

We propose a reduction of rental rates for our semiannual "Clean-Ups". As an organized neighborhood, the board adjusted the \$75 per trailer by half price. These trailers will be placed for neighbors to dispose of larger items (no yard waste). We have signage to attach to the trailers to alert folks as to what cannot be dumped. We also turn over the sign marked "FULL" printed on the back to indicate when the trailer can no longer have items added. This information is also sent to all on our email list, as well as on our private Facebook page. Neighbors are informed if a trailer is located in front of their, these folks also monitor the trailers for the entire weekend. Our "Spring Clean-up" is scheduled with the Goshen Street Department for the weekend of June 10th. Locations will be 500 Block of Cottage, the 700 block of S 6th and 200 block of E Monroe Streets.

Fall "Clean-up" will be the same with the exception of the trailer on Cottage will be located in the 500 block of S 5th Street and it will be the weekend of September 9th 2022.

We would also like to request the closure of the 500 block of S 7th Street for our annual picnic, our first since Covid-19 spoiled our fun. This block party would run from 4 p.m. to 8 p.m. on Saturday August 27th. We look forward to having representatives from the Police and Fire departments join us again this year.

I will be attending your meeting to answer any further questions.

Thank you for this opportunity to enhance our neighborhood,

Terri Wentz

HSNA Chairperson



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

May 16, 2022

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Acceptance of Easements and Deeds of Dedication from Ryan Thwaits

It is recommended that the Board accept the three attached Easements and three attached Deeds of Dedication from Ryan Thwaits. All are located on the north side of the 16000-block of County Road 36 (College Avenue). Maps are included with each document before the Acceptance page.

Suggested Motion:

Move to accept the three Easements and three Deeds of Dedication from Ryan Thwaits, and authorize the Mayor to execute the Acceptance.

EASEMENT

Ryan Thwaites (“Grantor”), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A-1 and depicted upon the drawings attached as Exhibit B and Exhibit C. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate located on County Road 36, Goshen, Indiana, and part of Parcel Numbers 20-11-13-400-005.000-014, 20-11-13-400-009.000-014 and 20-11-13-400-010.000-014. Grantor obtained title to the real estate by Warranty Deed dated September 27, 2021 and recorded November 4, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-29819; and Warranty Deed dated September 13, 2021 and recorded September 14, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-24672.

The Easement is granted and conveyed to City for drainage and storm water utility purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining drainage and storm water utility facilities, including any appurtenances as may be required.

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

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

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

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

IN WITNESS WHEREOF, the undersigned has executed this Easement on May 11, 20 22.

[Signature]
Ryan Thwaitis

STATE OF INDIANA)
COUNTY OF EIKHART) SS:

Before me, the undersigned Notary Public, on May 11, 20 22, personally appeared Ryan Thwaitis, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.



Tracee D. Norton
Printed Name: Tracee D. Norton
Notary Public of EIKHART County, IN
My Commission Expires: May 1, 2024
Commission Number: 684470

EXHIBIT "A-1"

DRAINAGE EASEMENT DESCRIPTION

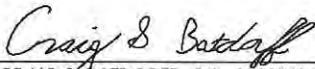
A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 250.49 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, 213.88 FEET; THENCE SOUTH 59 DEGREES 50 MINUTES 43 SECONDS EAST, 157.05 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, 496.98 FEET TO THE EASTERLY LINE OF A TRACT OF LAND DEEDED TO RYAN THWAITS IN INSTRUMENT #2021-24672 AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY; THENCE SOUTH 00 DEGREES 27 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID THWAITS TRACT, 170.49 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS WEST ALONG SAID SOUTH LINE OF SAID SOUTHEAST QUARTER, 845.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 166,740 SQUARE FEET OR 3.83 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2021-24672 & 2021-29819


CRAIG S. BATDORFF P.S. 21200006

3/23/22
DATE



 **ABONMARCHE**

PREPARED FOR:
LAST DANCE, LLC

DATE: 3/23/22 ACI JOB #: 21-0453 SHT 1 OF 4

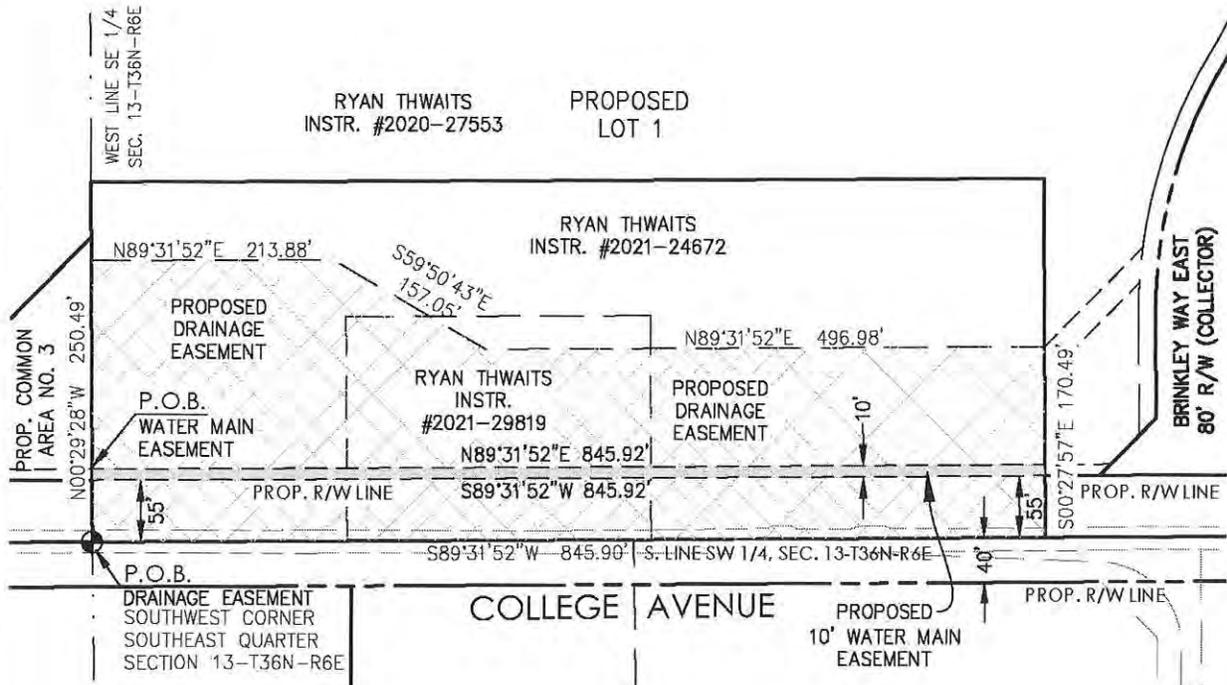
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Engineering - Architecture - Land Surveying

EXHIBIT "B"

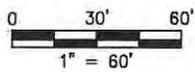
DRAINAGE EASEMENT & WATER MAIN EASEMENT SKETCH

A PART OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



DRAINAGE EASEMENT AREA
166,740 S.F. \ ±3.83 ACRE

WATER MAIN EASEMENT AREA
8,459 S.F. \ ±0.19 ACRE

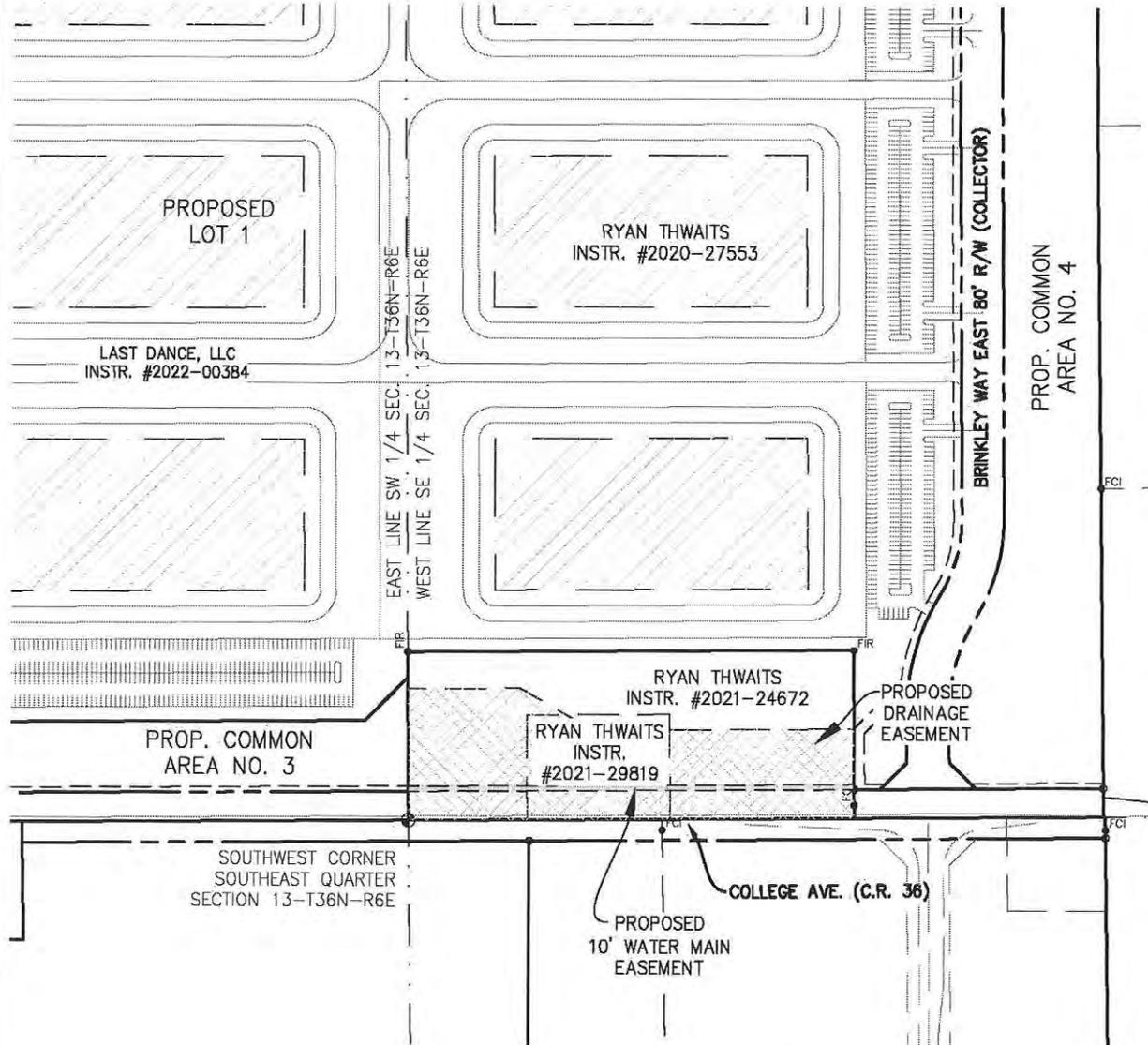


ABONMARCHE

PREPARED FOR:
LAST DANCE, LLC

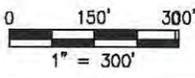
DATE: 3/23/22 ACI JOB #: 21-0453 SH1 3 OF 4
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EXHIBIT "C"



DRAINAGE EASEMENT AREA
166,740 S.F. \ ±3.83 ACRE

WATER MAIN EASEMENT AREA
8,459 S.F. \ ±0.19 ACRE



DRAINAGE EASEMENT & WATER MAIN EASEMENT SKETCH
A PART OF THE SOUTHWEST CORNER
SOUTHEAST QUARTER
SECTION 13, TOWNSHIP 36 NORTH,
RANGE 6 EAST, ELKHART TOWNSHIP,
ELKHART COUNTY, INDIANA



PREPARED FOR:
LAST DANCE, LLC

DATE: 3/23/22 ACI JOB #: 21-0453 SHT 4 OF 4
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ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Ryan Thwaites, and accepts the Easement on _____, 20_____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20_____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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

EASEMENT

Ryan Thwaites (“Grantor”), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana (“City”), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A and depicted upon the drawings attached as Exhibit B and Exhibit C. The area so described and depicted is hereinafter referred to as “Easement.”

The Easement is part of the real estate located on County Road 36, Goshen, Indiana, and part of Parcel Number 20-11-13-400-010.000-014. Grantor obtained title to the real estate by Warranty Deed dated September 13, 2021 and recorded September 14, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-24672.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City utility facilities, including any appurtenances as may be required.

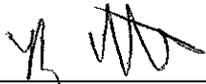
City shall restore the surface of the Easement after any entry by City to as good as or better condition than it was prior to the entry. City shall promptly pay for or otherwise rectify any damage caused by City to Grantor’s adjoining real estate.

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

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

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

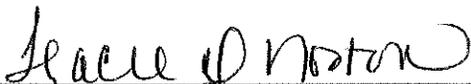
IN WITNESS WHEREOF, the undersigned has executed this Easement on May 11, 2022.



Ryan Thwaits

STATE OF INDIANA)
) SS:
COUNTY OF EIKHART)

Before me, the undersigned Notary Public, on May 11, 2022, personally appeared Ryan Thwaits, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.



Printed Name: Tracee D. Norton
Notary Public of Eikhart County, IN
My Commission Expires: May 1, 2024
Commission Number: 084470



EXHIBIT "A"

EASEMENT DESCRIPTION

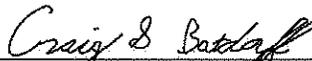
A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 11 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, 136.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 29 MINUTES 11 SECONDS WEST ALONG SAID WEST LINE, 66.29 FEET; THENCE SOUTH 65 DEGREES 18 MINUTES 58 SECONDS EAST, 79.22 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS WEST, 11.70 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 36 SECONDS EAST, 130.00 FEET; THENCE SOUTH 00 DEGREES 28 MINUTES 06 SECONDS EAST, 181.24 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS WEST ALONG THE SAID SOUTH LINE, 130.00 FEET; THENCE NORTH 00 DEGREES 28 MINUTES 06 SECONDS WEST, 103.17 FEET; THENCE NORTH 65 DEGREES 18 MINUTES 58 SECONDS WEST, 79.20 FEET TO THE POINT OF BEGINNING.

CONTAINING 28,309 SQUARE FEET OR 0.65 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2021-24672


CRAIG S. BATDORFF P.S. 21200006

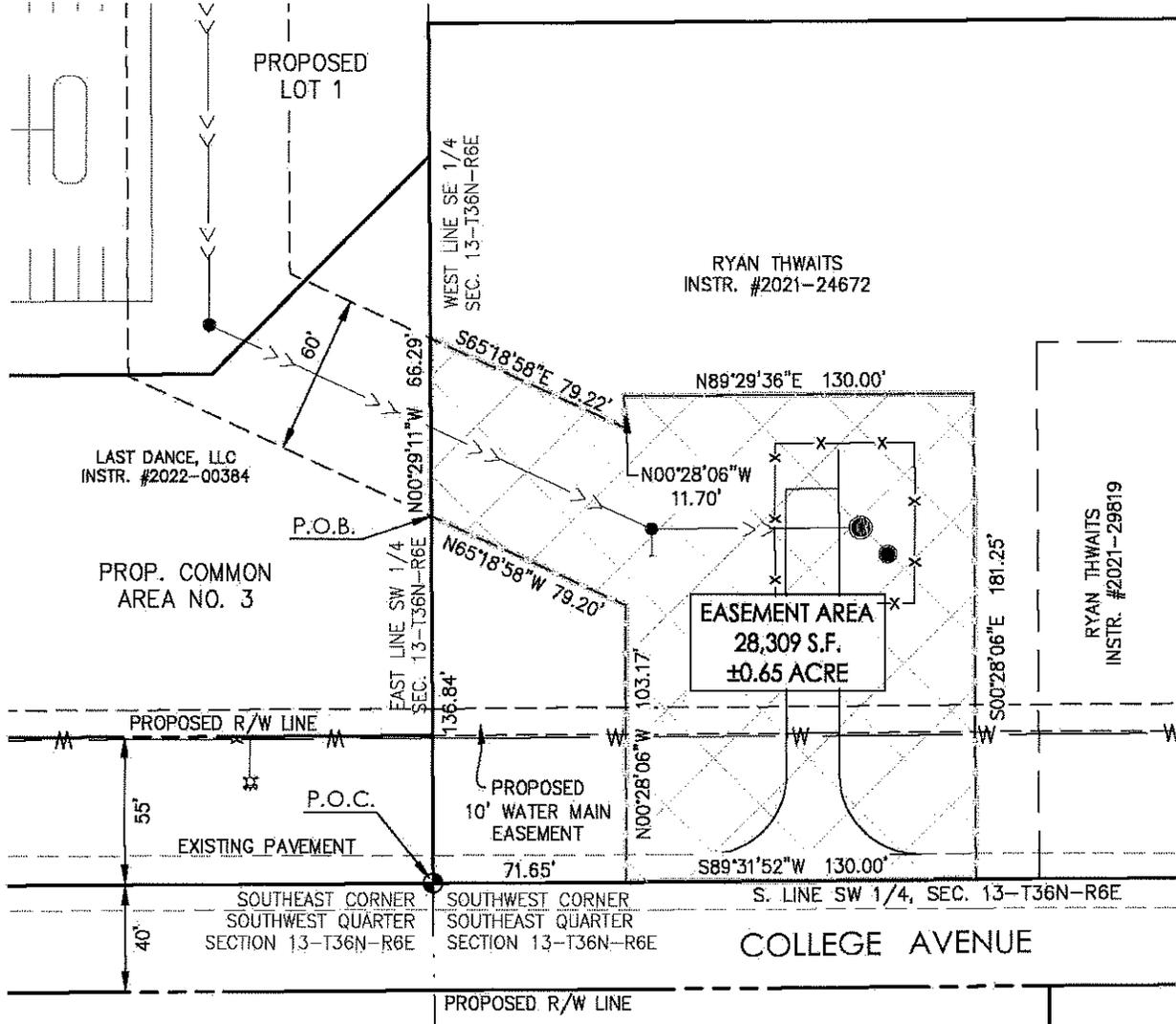
3/23/22
DATE



PREPARED FOR:
LAST DANCE, LLC

DATE: 3/23/22 ACI JOB #: 21-0453 SHT 1 OF 3
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EXHIBIT "B"

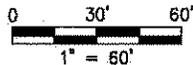


EASEMENT FOR LIFT STATION

A PART OF THE SOUTHWEST QUARTER OF SECTION 13 TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA



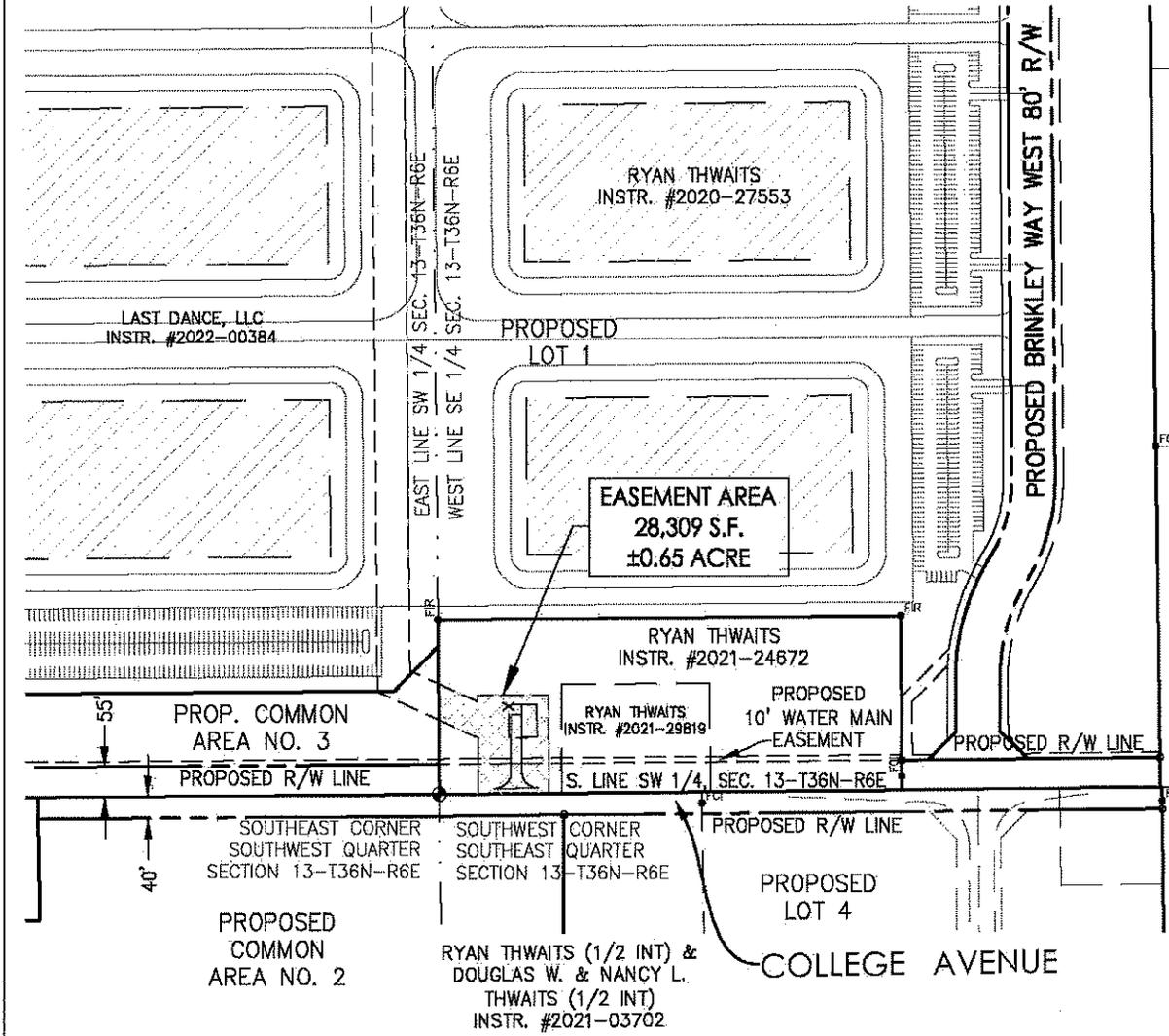
PREPARED FOR:
LAST DANCE, LLC



DATE: 3/23/22 ACIJOB #: 21-0453 SHT 2 OF 3

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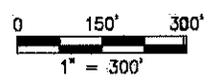
EXHIBIT "C"



EASEMENT FOR LIFT STATION
 A PART OF THE SOUTHEAST QUARTER OF
 SECTION 13, TOWNSHIP 36 NORTH,
 RANGE 6 EAST, ELKHART TOWNSHIP,
 ELKHART COUNTY, INDIANA



PREPARED FOR:
 LAST DANCE, LLC



DATE: 3/23/22 ACI JOB #: 21-0453 SHT 3 OF 3
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ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Ryan Thwaites, and accepts the Easement on _____, 20_____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20_____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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

EASEMENT

Ryan Thwait's ("Grantor"), grants and conveys to City of Goshen, Indiana, a municipal corporation and political subdivision of the State of Indiana ("City"), whose mailing address is 202 South Fifth Street, Goshen, Indiana 46528, for good and valuable consideration, the receipt whereof is hereby acknowledged, an easement over, across, and through real estate situated in Elkhart County, State of Indiana, as more particularly described in the legal description attached as Exhibit A-2 and depicted upon the drawings attached as Exhibit B and Exhibit C. The area so described and depicted is hereinafter referred to as "Easement."

The Easement is part of the real estate located on County Road 36, Goshen, Indiana, and part of Parcel Numbers 20-11-13-400-005.000-014, 20-11-13-400-009.000-014 and 20-11-13-400-010.000-014. Grantor obtained title to the real estate by Warranty Deed dated September 27, 2021 and recorded November 4, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-29819; and Warranty Deed dated September 13, 2021 and recorded September 14, 2021 in the Office of the Recorder of Elkhart County, as Instrument No. 2021-24672.

The Easement is granted and conveyed to City for Goshen City utilities purposes. Grantor grants City access to the Easement for the purposes of accessing, installing, operating and maintaining Goshen City utility facilities, including any appurtenances as may be required.

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

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

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

EXHIBIT "A-2"

WATER MAIN EASEMENT DESCRIPTION

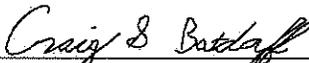
A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT A HARRISON MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 55.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID WEST LINE, 10.00 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 52 SECONDS EAST, 845.92 FEET TO THE EASTERLY LINE OF A TRACT OF LAND DEEDED TO RYAN THWAITS IN INSTRUMENT #2021-24672 AS RECORDED IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY; THENCE SOUTH 00 DEGREES 27 MINUTES 57 SECONDS EAST ALONG THE EAST LINE OF SAID THWAITS TRACT, 10.00 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 52 SECONDS WEST, 845.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 8,459 SQUARE FEET OR 0.19 ACRES, MORE OR LESS.

BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS OR RIGHTS OF WAY OF RECORD.

LAST DEED OF RECORD: 2021-24672 & 2021-29819


CRAIG S. BATDORFF P.S. 21200006

3/23/22
DATE



 **ABONMARCHE**

PREPARED FOR:
LAST DANCE, LLC

DATE: 3/23/22 ACI JOB #: 21-0453 SHT 2 OF 4

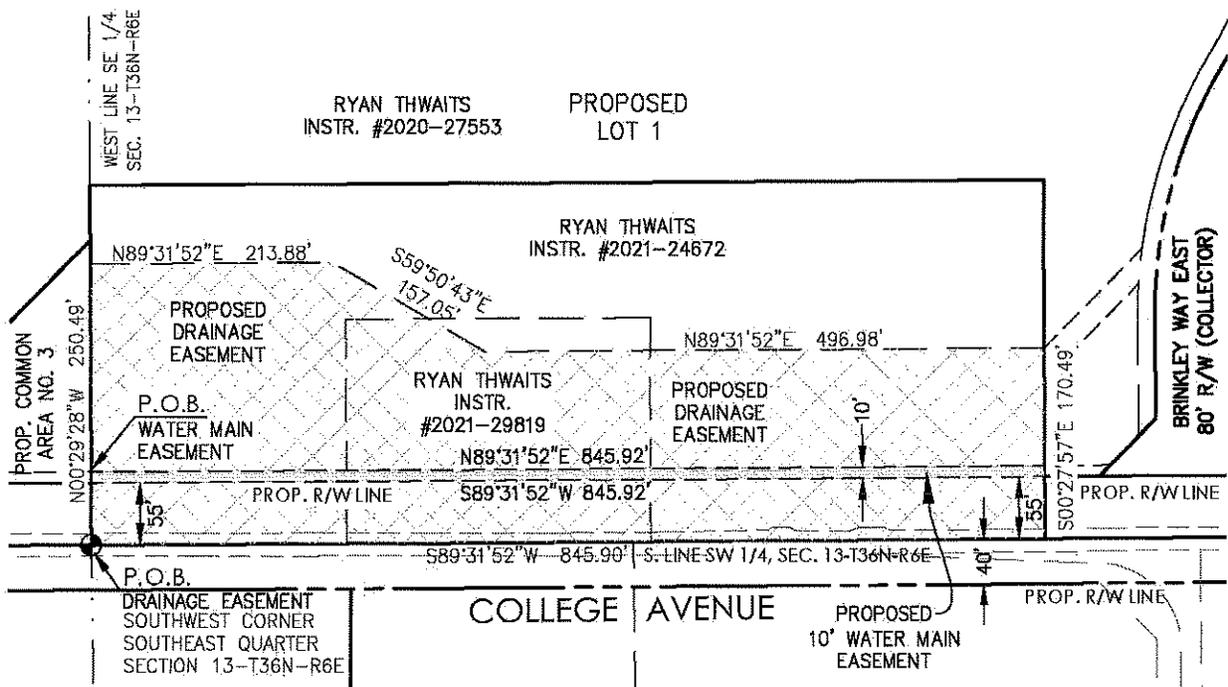
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Engineering - Architecture - Land Surveying

EXHIBIT "B"

DRAINAGE EASEMENT & WATER MAIN EASEMENT SKETCH

A PART OF SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA

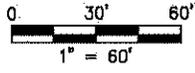


DRAINAGE EASEMENT AREA
166,740 S.F. \ ±3.83 ACRE

WATER MAIN EASEMENT AREA
8,459 S.F. \ ±0.19 ACRE



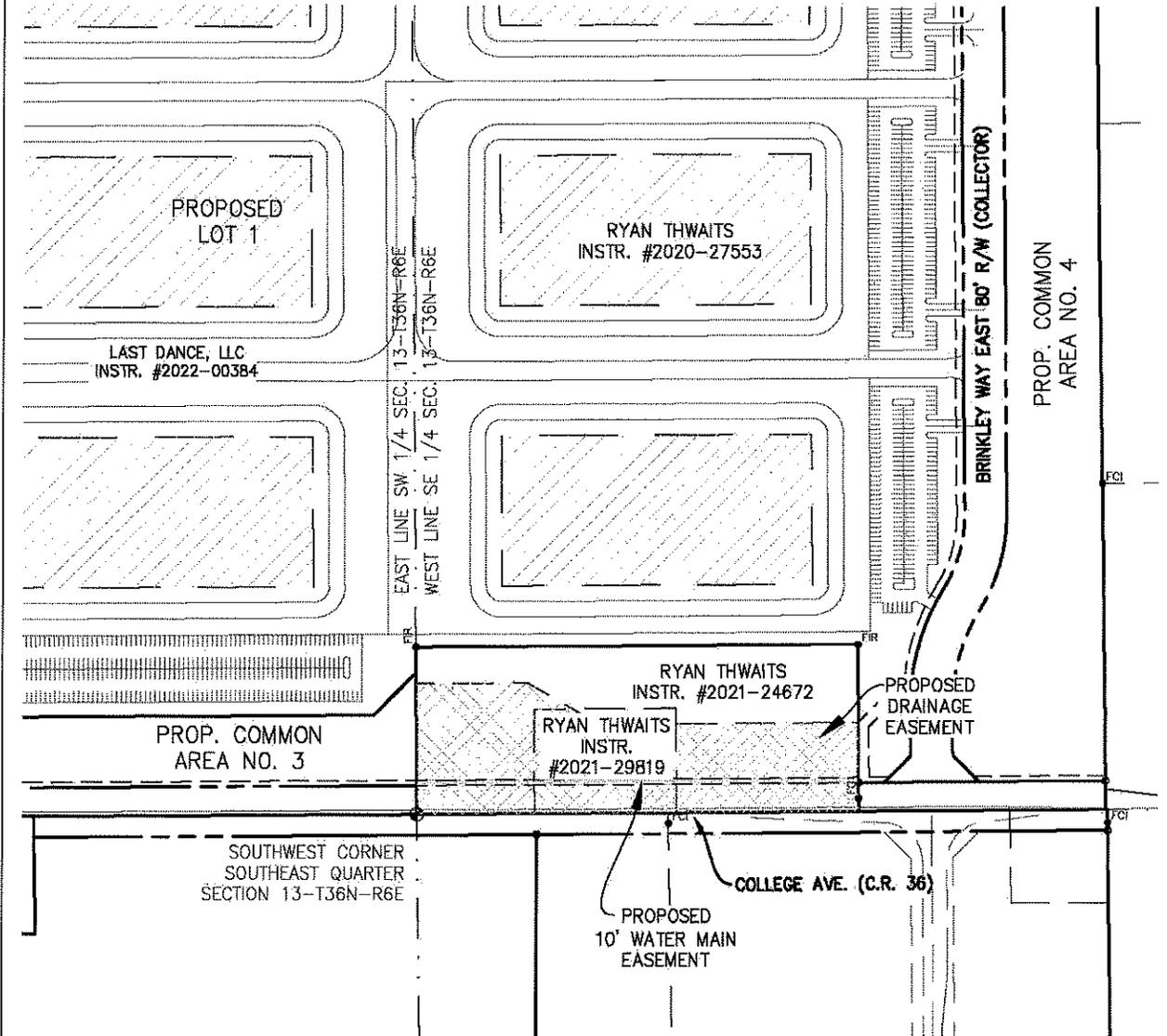
PREPARED FOR:
LAST DANCE, LLC



DATE: 3/23/22 ACI JOB #: 21-0453 SHT 3 OF 4

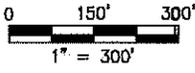
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EXHIBIT "C"



DRAINAGE EASEMENT AREA
166,740 S.F. \ ±3.83 ACRE

WATER MAIN EASEMENT AREA
8,459 S.F. \ ±0.19 ACRE



DRAINAGE EASEMENT & WATER MAIN EASEMENT SKETCH
A PART OF THE SOUTHWEST CORNER
SOUTHEAST QUARTER
SECTION 13, TOWNSHIP 36 NORTH,
RANGE 6 EAST, ELKHART TOWNSHIP,
ELKHART COUNTY, INDIANA



PREPARED FOR:
LAST DANCE, LLC

DATE: 3/23/22 ACI JOB #: 21-0453 SHT 4 OF 4
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ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Easement from Ryan Thwaites, and accepts the Easement on _____, 20____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person's voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS

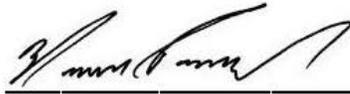
DES NO: N/A
PARCEL: 4 – FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT OF PARCEL 4 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, DESIGNATED AS POINT "21" ON SAID PARCEL PLAT; THENCE NORTH 89°32'52" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 225.13 FEET TO POINT "200" AS DESIGNATED ON SAID PLAT AND THE POINT OF BEGINNING, BEING A POINT ON THE WESTERLY LINE OF GRANTOR'S LAND; THENCE NORTH 00°27'40" WEST ALONG SAID WESTERLY LINE, 55.00 FEET TO POINT "201" AS DESIGNATED ON SAID PLAT; THENCE NORTH 89°31'50" EAST, 270.49 FEET TO POINT "202" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE EASTERLY LINE OF GRANTOR'S LAND; THENCE SOUTH 00°27'40" EAST ALONG SAID EASTERLY LINE, 55.00 FEET TO POINT "203" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE SOUTH LINE OF SAID QUARTER; THENCE SOUTH 89°31'52" WEST ALONG SAID SOUTH LINE, 270.49 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.34 ACRE, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 10TH DAY OF DECEMBER, 2021.



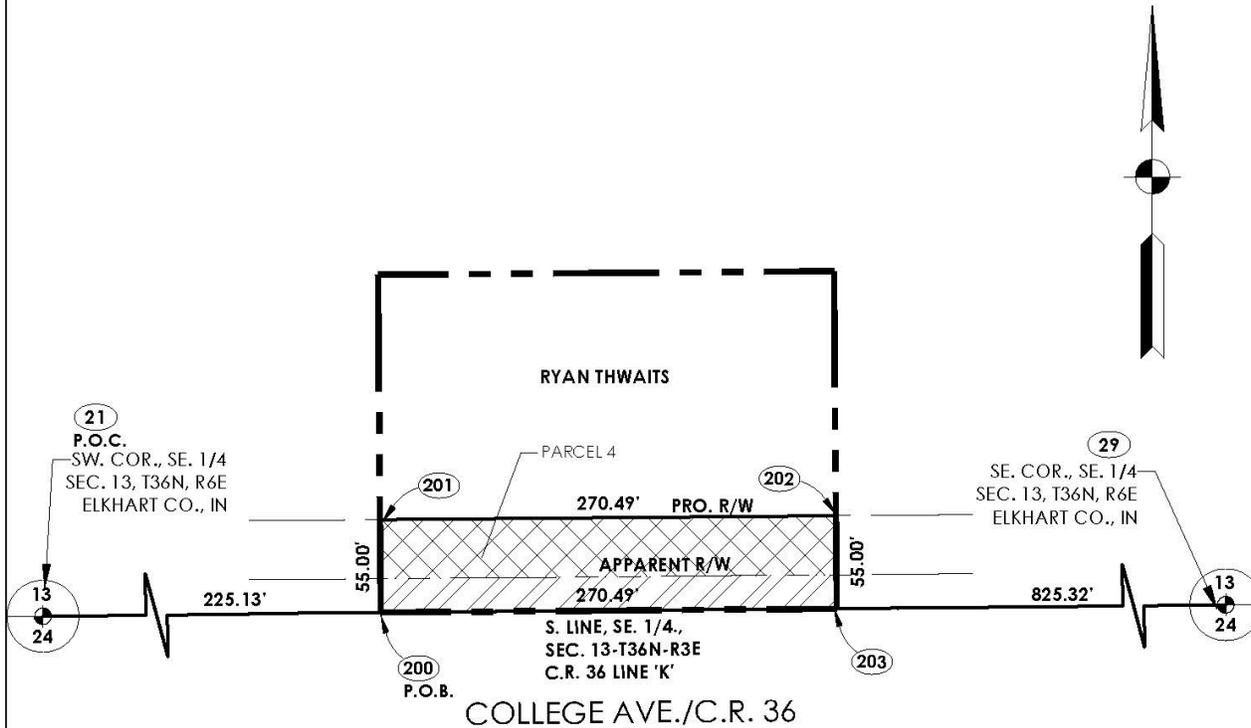
MICHAEL J. ROZYCKI, PS 12/10/21
DATE



EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

PREPARED BY ABONMARCHE CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #21-0453



AREAS OF TAKING



= EXISTING R/W, 0.12 ACRES±

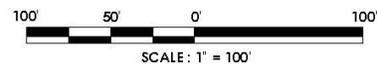


= PROPOSED R/W, 0.22 ACRES±

NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
21*	K	62+68.35	0.00'	452026.6974	806411.3305
29*	K	89+04.33	0.00'	452048.2724	809047.2198
200	K	64+93.49	0.00'	452028.5372	806636.4547
201	K	64+93.49	55.00' L	452083.5383	806636.0121
202	K	67+63.98	55.00' L	452085.7522	806906.4908
203	K	67+63.98	0.00'	452030.7540	806906.9335



LAND SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE 'LOCATION CONTROL ROUTE SURVEY' RECORDED AS DOCUMENT NO. 2021-33297 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

12/10/21
MICHAEL J. ROZYCKI, P.S. DATE
INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

OWNER: RYAN THWAITS
PARCEL: 4
PARCEL ROAD: CO. RD. 36
COUNTY: ELKHART
SECTION: 13
TOWNSHIP: 36 NORTH
RANGE: 6 EAST

PROJECT: N/A
DES. NO.: N/A
CODE: N/A



303 River Race Drive, Unit 206 Goshen, IN 46526
1.574.533.9913
F.574.533.9911
abonmarche.com

battle Creek
Benton Harbor
Blairsville
South Haven

South Bend
Hobart
Lafayette
South Bend
Valparaiso

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WARRANTY DEED 2021-29819

TAX KEY NO.: 20-11-13-400-005/009.000-014

DRAWN BY: TRM
CHECKED BY: MJR
QA/QC BY: HJCW

DATE: 11-16-2021
DATE: 12-10-2021
DATE: 12-03-2021

TAKING: 0.34 AC. +/-

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from Ryan Thwaits, and accepts the Deed of Dedication on _____, 20 ____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person’s voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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

EXHIBIT "A"

PREPARED BY ABONMARCHE CONSULTANTS

DES NO: N/A
PARCEL: 3B – FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT OF PARCEL 3B AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, DESIGNATED AS POINT "21" ON SAID PARCEL PLAT; THENCE NORTH 89°32'52" EAST ALONG THE SOUTH LINE OF SAID QUARTER, 495.63 FEET TO POINT "200" AS DESIGNATED ON SAID PLAT AND THE POINT OF BEGINNING, BEING A POINT ON THE WESTERLY LINE OF GRANTOR'S LAND; THENCE NORTH 00°28'08" WEST ALONG SAID WESTERLY LINE, 55.00 FEET TO POINT "201" AS DESIGNATED ON SAID PLAT; THENCE NORTH 89°31'52" EAST, 350.28 FEET TO POINT "202" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE EASTERLY LINE OF GRANTOR'S LAND; THENCE SOUTH 00°27'57" EAST ALONG SAID EASTERLY LINE, 55.00 FEET TO POINT "203" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE SOUTH LINE OF SAID QUARTER; THENCE SOUTH 89°31'52" WEST ALONG SAID SOUTH LINE, 350.28 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.44 ACRE, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 10TH DAY OF DECEMBER, 2021.


MICHAEL J. ROZYCKI, PS 12/10/21
DATE

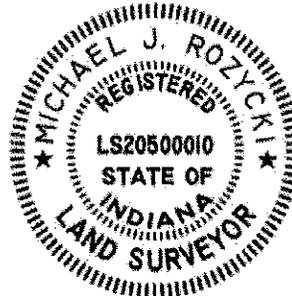
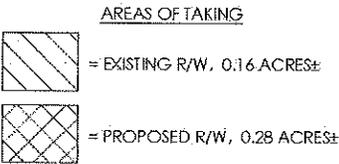
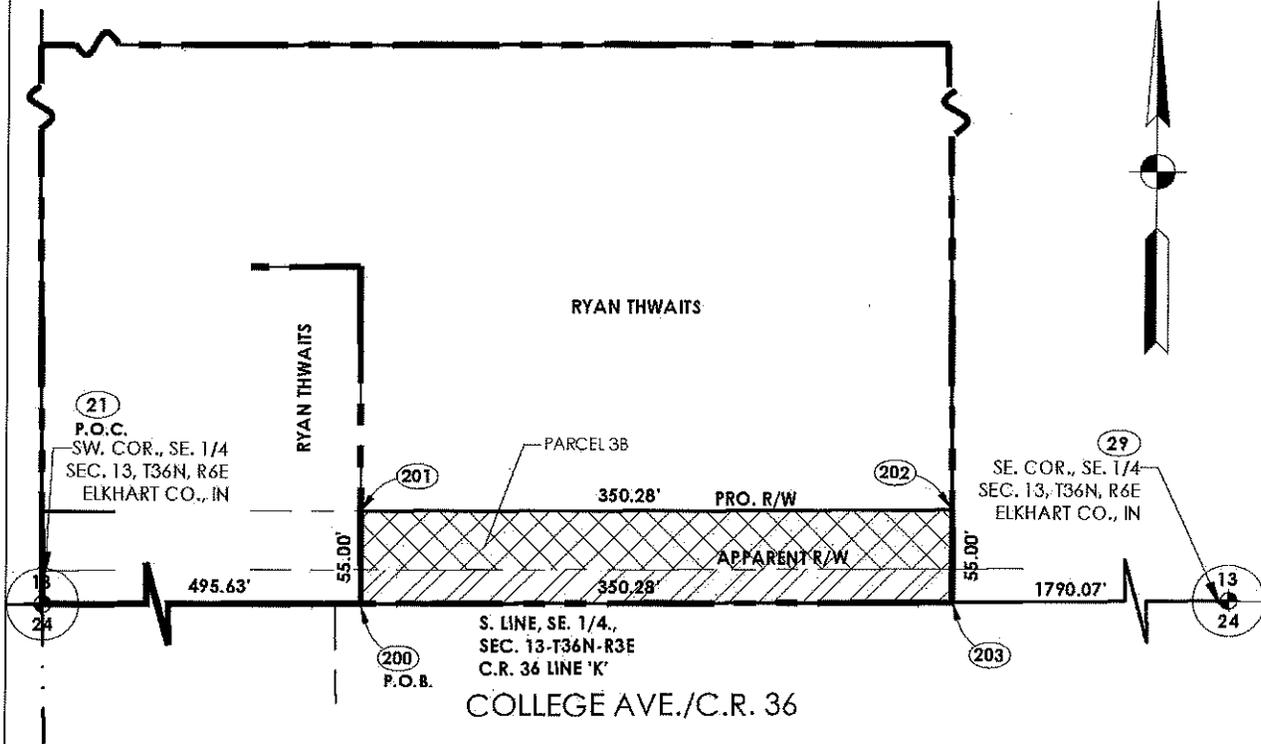


EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

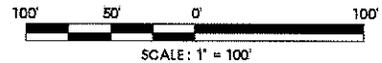
PREPARED BY ABONMARCHÉ CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #21-0453



NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
21*	K	62+68.35	0.00'	452026.6974	806411.3305
29*	K	89+04.33	0.00'	452048.2724	809047.2198
200	K	64+93.49	0.00'	452028.5372	806636.4547
201	K	64+93.49	55.00' L	452083.5383	806636.0121
202	K	71+14.26	55.00' L	452088.6191	807256.7577
203	K	71+14.26	0.00'	452033.6210	807257.2049



LAND SURVEYOR'S STATEMENT
TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE 'LOCATION CONTROL ROUTE SURVEY' RECORDED AS DOCUMENT NO. 2021-33297 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

MICHAEL J. ROZYCKI, P.S. DATE 12/10/21
INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

OWNER: RYAN THWAITS	ABONMARCHÉ 883 River Road Drive, Unit 206 Goshens, IN 46526 T 574.533.9919 F 574.533.9911 abonmarche.com	DRAWN BY: TRM	DATE: 11-16-2021
PARCEL: 3B		CHECKED BY: MJR	DATE: 12-10-2021
PARCEL ROAD: CO. RD. 36	Boyle Creek Benton Harbor Manitowish South Haven	QA/QC BY: HJCW	DATE: 12-03-2021
COUNTY: ELKHART	South Bend Harlet Lafayette South Bend Valparaiso		
SECTION: 13	<small>COPYRIGHT © 2021 ABONMARCHÉ CONSULTANTS, INC. Engineering - Architecture - Land Surveying</small>		
TOWNSHIP: 36 NORTH	PROJECT: N/A		
RANGE: 6 EAST	DES. NO.: N/A		
	CODE: N/A		
	WARRANTY DEED 2021-24672		
	TAX KEY NO.: 20-11-13-400-010,000-014	TAKING: 0.44 AC. +/-	

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from Ryan Thwaits, and accepts the Deed of Dedication on _____, 20_____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20_____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person’s voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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

EXHIBIT "A"

PREPARED BY ABONMARCHÉ CONSULTANTS

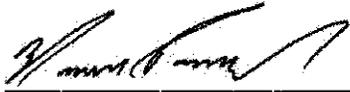
DES NO: N/A
PARCEL: 3 – FEE SIMPLE

WD-1
SHEET 1 OF 1

A PART OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AS DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT OF PARCEL 3 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION, DESIGNATED AS POINT "21" ON SAID PARCEL PLAT, BEING A POINT ON THE WESTERLY LINE OF GRANTOR'S LAND; THENCE NORTH 00°29'11" EAST ALONG SAID WESTERLY LINE, 55.00 FEET TO POINT "200" AS DESIGNATED ON SAID PLAT; THENCE NORTH 89°31'52" EAST, 225.16 FEET TO POINT "201" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE EASTERLY LINE OF GRANTOR'S LAND; THENCE SOUTH 00°27'40" EAST ALONG SAID EASTERLY LINE, 55.00 FEET TO POINT "202" AS DESIGNATED ON SAID PLAT, BEING A POINT ON THE SOUTH LINE OF SAID QUARTER; THENCE SOUTH 89°31'54" WEST ALONG SAID SOUTH LINE, 225.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.28 ACRE, MORE OR LESS.

THIS DESCRIPTION WAS PREPARED FOR THE ELKHART COUNTY HIGHWAY DEPARTMENT BY MICHAEL J. ROZYCKI, INDIANA REGISTERED LAND SURVEYOR, LICENSE NUMBER 20500010, ON THE 10TH DAY OF DECEMBER, 2021.


MICHAEL J. ROZYCKI, PS 12/10/21
DATE

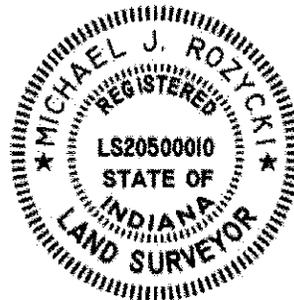
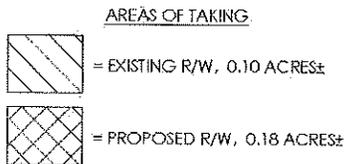
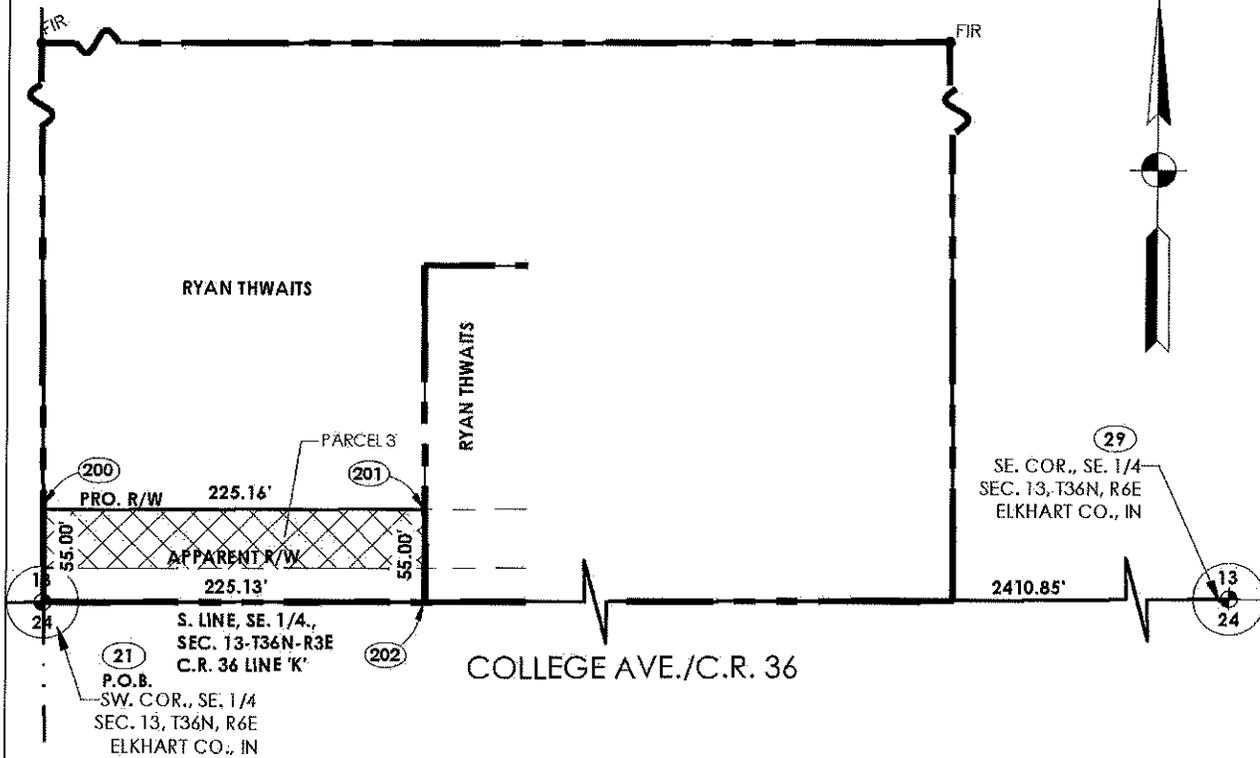


EXHIBIT "B"
RIGHT-OF-WAY PARCEL PLAT

SHEET 1 OF 1

PREPARED BY ABONMARCHÉ CONSULTANTS, INC. FOR ELKHART COUNTY, INDIANA
JOB #21-0453



NOTE:
SEE LOCATION CONTROL ROUTE SURVEY FOR ADDITIONAL POINTS.*

STATIONS AND OFFSETS CONTROL OVER BOTH NORTH & EAST COORDINATES AND BEARINGS & DISTANCES.

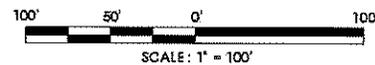
LAND SURVEYOR'S STATEMENT

TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT, TOGETHER WITH THE 'LOCATION CONTROL ROUTE SURVEY' RECORDED AS DOCUMENT NO. 2021-33297 IN THE OFFICE OF THE RECORDER OF ELKHART COUNTY, INDIANA, (INCORPORATED HEREIN AND MADE A PART HEREOF BY REFERENCE) COMPRISE A ROUTE SURVEY, EXECUTED IN ACCORDANCE WITH INDIANA ADMINISTRATIVE CODE 865 IAC 1-12 (RULE 12).

12/10/21

MICHAEL J. ROZYCKI, P.S. DATE
INDIANA REGISTERED LAND SURVEYOR NO. LS20500010

COORDINATE CHART (U.S. SURVEY FEET)					
POINT	CENTERLINE	STATION	OFFSET	NORTHING	EASTING
21*	K	62+68.35	0.00'	452026.6974	806411.3305
29*	K	89+04.33	0.00'	452048.2724	809047.2198
200	K	62+68.32	55.00' L	452081.6954	806410.8637
201	K	64+93.49	55.00' L	452083.5383	806636.0121
202	K	64+93.49	0.00'	452028.5372	806636.4547



OWNER: RYAN THWAITS
PARCEL: 3
PARCEL ROAD: CO. RD. 36
COUNTY: ELKHART
SECTION: 13
TOWNSHIP: 36 NORTH
RANGE: 6 EAST

PROJECT: N/A
DES. NO.: N/A
CODE: N/A

ABONMARCHÉ

303 River Race Drive, Unit 206
Goshen, IN 46524
T 574.533.9913
F 574.533.9911
abonmarche.com

Indian Creek
Benlon Harbor
Montrose
South Haven

South Bend
Vincennes
Lafayette
South Bend
Vespersville

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WARRANTY DEED 2021-24672

TAX KEY NO.: 20-11-13-400-010.000-014

DRAWN BY: TRM
CHECKED BY: MJR
QA/QC BY: HJCW

DATE: 11-16-2021
DATE: 12-10-2021
DATE: 12-03-2021

TAKING: 0.28 AC. +/-

ACCEPTANCE

The City of Goshen, Indiana, by the Goshen Board of Public Works and Safety, acknowledges the receipt of this Deed of Dedication from Ryan Thwaits, and accepts the Deed of Dedication on _____, 20____.

Jeremy P. Stutsman, Mayor

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Jeremy P. Stutsman, Mayor of the City of Goshen, Indiana on behalf of the Goshen Board of Public Works and Safety, being known to me or whose identity has been authenticated by me to be the person who acknowledged the execution of the foregoing instrument as the person’s voluntary act for the purpose stated therein.

Printed Name: _____
Notary Public of _____ County, IN
My Commission Expires: _____
Commission Number: _____

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

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



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

May 16, 2022

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Agreement with Jones Petrie Rafinski, Corporation

Attached for the Board's approval and execution is an agreement for Surveying Services at the Hess Riverdale Addition and Merit Learning Center with Jones Petrie Rafinski, Corporation.

JPR will be paid a lump sum amount of \$17,000.00 for a topographical survey and certificate.

Suggested Motion:

Approve and execute the agreement with Jones Petrie Rafinski Corporation for Surveying Services Hess at the Riverdale Addition and Merit Learning Center

AGREEMENT

**SURVEYING SERVICES HESS RIVERDALE ADDITION AND MERIT
LEARNING CENTER**

THIS AGREEMENT is entered into on _____, 2022, which is the last signature date set forth below, by and between **Jones Petrie Rafinski, Corporation** (“Contractor”), whose mailing address is 325 S. Lafayette Blvd., South Bend, Indiana 46601, 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 the services for the Surveying Services for the Hess Riverdale Addition and Merit Learning Center, which services are more particularly described in Contractor’s April 20, 2022 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) Topographic Surveying Services
- (B) Certificate of Survey

Section 2. Effective Date; Term

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Contractor acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Contractor shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.
- (C) Contractor shall complete all Duties within five (5) weeks from the notice to proceed.

Section 3. Compensation

City agrees to compensate Contractor as follows for performing all Duties:

Topographic Survey..... Lump Sum of \$11,500.00
Merit Learning Center Certificate of Survey.....Lump Sum of \$5,500.00

Section 4. Payment

- (A) 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 Legal Department
204 East Jefferson Street, Suite 2
Goshen, IN 46528

- (B) 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.
- (C) 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

- (A) 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.
- (B) 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.

- (C) 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

- (A) 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.
- (B) 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.
- (C) 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.
- (D) 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. Force Majeure

- (A) 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.
- (B) 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 14. Default

- (A) If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- (B) 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
- (C) 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 15. Termination

- (A) 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.
- (B) City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- (C) 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 16. 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: Jones Petrie Rafinski, Corporation
325 S. Lafayette Blvd.
South Bend, IN 46601

Section 17. 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 18. 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 19. 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 20. Applicable Laws

- (A) 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.
- (B) 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 21. Miscellaneous

- (A) 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.
- (B) 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.
- (C) 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 22. 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 23. 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 24. Entire Agreement

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

Section 25. 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

Jones Petrie Rafinski, Corporation

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

Title: _____

Mary Nichols, Member

Date Signed: _____

DeWayne Riouse, Member

Barb Swartley, Member

Date Signed: _____



Land Surveying · Civil Engineering · Planning · Architecture · Project Funding · GIS · Environmental · Renewable Energy · Landscape Architecture

April 20, 2022

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

Atn.: Mr. Jason Kauffman

RE: CITY OF GOSHEN, SURVEYING SERVICES HESS RIVERDALE ADDITION AND MERIT LEARNING CENTER, CITY OF GOSHEN JN: 2022-0018

Dear Mr. Kauffman:

Thank you for the opportunity to submit this proposal. JPR has reviewed the Request for Proposal for this project. It is our understanding that the City of Goshen desires to have topographic survey of the Merit Learning Center, Chicago Avenue, Wilkinson Street, Denver Avenue, and the alley east of Westfield Avenue, as outline in the attached map. In addition to the topographic survey, you are requesting a Certificate of Survey of the Merit Learning Center tract. No subconsultants will be utilized for this project.

FIRM NAME:

Jones Petrie Rafinski
325 South Lafayette Blvd.
South Bend, IN 46601

PRIMARY CONTACT

Jeffrey S. Barnes, PS – Licensed in Indiana
Professional Surveyor
Mobile: 574.261.5150
Email: jbarnes@jpr1source.com

SERVICES TO BE PROVIDED & ASSOCIATED FEES:

The scope of survey outlined in your March 24, 2022; Request for Survey Quote is hereby incorporated by reference with the following clarification:

- "All utilities" is understood to include all utilities that we observe during the course of the survey, including those marked by IUPPS, as well as utilities that we are made aware of by the City and by utility companies.

Topographic Survey lump sum fee: \$11,500.00
Merit Learning Center Certificate of Survey: \$5,500.00

JPR can provide the above-mentioned tasks for a lump sum fee of **\$17,000.00**

PROJECT TIMELINE:

JPR proposes to complete and submit the topographic survey with five (5) weeks from the notice to proceed.

**CITY OF GOSHEN, SURVEYING SERVICES HESS RIVERDALE ADDITION AND MERIT
LEARNING CENTER, CITY OF GOSHEN JN: 2022-0018**

AUTHORIZATION

Jones Petrie Rafinski appreciates the opportunity to be of service to you on this project and is prepared to commence work upon your acceptance of this Proposal. Should you have any questions or require additional information, please contact me at (574) 232-4388. If acceptable, please execute the Proposal by signature where indicated and submit via email at jbarnes@jpr1source.com.

Sincerely,



Jeffrey S. Barnes
Professional Land Surveyor

PROPOSAL ACCEPTANCE

This proposal is hereby accepted and authorization to proceed hereby granted:

Accepted By: _____ Date: _____

Printed name and title: _____

Business name: _____

Billing address: _____

Billing/account manager: _____

Phone No.: _____ Fax No.: _____ E-mail: _____

The party that signs this proposal is directly responsible for all charges incurred during the course of our work.



CHICAGO AVENUE

- Full topographical survey of Chicago Avenue from Denver Street to Indiana Avenue
- Extend data collection to river water level along bank
- Collect data to front of buildings along street right of ways



MERIT LEARNING CENTER

- Full topographical survey of property and surrounding street/alley right of way
- Full boundary survey of property including existing plat/lot lines
- Extend data collection 30' west of west right of way line of alley 121
- Collect data to front of buildings along street right of ways



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

May 16, 2022

TO: The Board of Public Works & Safety
Storm Water Board

RE: ELECTRICAL LICENSE REQUEST FOR JEFFREY OLSZEWSKI

Jeffrey Olszewski with Orchard Electric, Alsip, Illinois, has met the requirements for a City of Goshen Electrical License. Mr. Olszewski took an acceptable exam on October 27, 2021, and receiving a passing score. Mr. Olszewski presently holds a valid electrical license with Allen County, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Electrical License for the City of Goshen.

Regards,

A handwritten signature in black ink that reads "Myron Grise". The signature is written in a cursive style and is contained within a white rectangular box.

Myron Grise
Building Commissioner/
Commercial Building Inspector



Assessment Center Department
900 Montclair Road
Birmingham, Alabama 35213
Tel: 888-icc-safe [422-7233]
Fax: 205-905-7096
www.iccsafe.org



To: Jeffrey Olszewski

From: Assessment Center

Date: December 14, 2021

Candidate ID: 10135501

Subject: October 27, 2021 Administration

Examination: Master Electrician

Congratulations! You have achieved a passing score on this examination administration. Your passing status has been added to the Official Pass List on the ICC website at www.iccsafe.org. **Please contact the participating jurisdictions if you wish to pursue licensing.**

A passing score on this examination satisfies the testing requirements for licensing only and does not guarantee that licensing will be granted. The candidate must also satisfy all local ordinance requirements in each jurisdiction where licensing is desired.

Thank you,
The Assessment Center team

ICC Score Check

[Return to Search](#)

Candidate Exams

<< First < Previous 1 Next > Last >>

Showing 1 to 1 of 1 entries

First Name	MI	Last Name	Suffix	Phone	E-mail	Exam Code	Exam Name	Exam Score	Action
Jeffrey	--	Olszewski	--	NIA	Jeff@orchardelectric.com	G16Y	Master Electrician	Pass	

Showing 1 to 1 of 1 entries

<< First < Previous 1 Next > Last >>



**Building Department
CITY OF GOSHEN**

204 East Jefferson Street, Suite 5 • Goshen, IN 46528-3405

Phone (574) 534-1811 • Fax (574) 533-8626 • TDD (574) 534-3185
building@goshencity.com • www.goshenindiana.org

May 16, 2022

TO: The Board of Public Works & Safety
Storm Water Board

RE: MECHANICAL LICENSE REQUEST FOR KERRY L. NOTT

Kerry L. Nott with J.O. Mory, Inc., Wolcottville, IN has met the requirements for a City of Goshen Mechanical License. Mr. Nott took the required Prometric exam on January 9, 2006, and received a passing score of 75%. Mr. Nott presently holds a valid mechanical license with the City of Elkhart, and is requesting a reciprocal license with the City of Goshen.

Motion requested to approve Mechanical License for the City of Goshen.

Regards,

A handwritten signature in cursive script that reads "Myron Grise".

Myron Grise
Building Commissioner/
Commercial Building Inspector

Rod Roberson
Mayor

Enrique Terrazas
Building Commissioner



City of Elkhart
Building & Code

Building & Code Enforcement
229 S. Second St.
Elkhart, IN 46516
574.294.5471
Fax: 574.389.1781

REQUEST FOR RELEASE OF
HVAC EXAM RESULTS
(Please print)

NAME: Kerry L. Nott

COMPANY: J.O. Mory, Inc

STREET: 10660E 670S Phone: (260)410-5832

CITY: Wolcottville ST: IN ZIP: 46795

JURISDICTION TO WHICH RESULTS WILL BE SENT

ATTENTION: Mechanical Inspector TITLE: _____

JURISDICTION: City of Goshen, IN. Building Department

STREET: _____ Phone: () _____

CITY: Goshen ST: IN ZIP: 46545

I hereby request that the score of the mechanical contractor examination, to qualify for licensing by the City of Elkhart, Indiana, be released and sent to the above named jurisdiction. I assume complete responsibility for the full and accurate disclosure of all information pertaining to this request and hold the City of Elkhart, Indiana harmless for any delay or difficulty in issuing of licenses and/or permits associated with this request.

SIGNED: N/A DATE: _____

----- Office use -----

The above individual took the Heating, Ventilation, and Air Conditioning Contractor Exam, given by the City of Elkhart, Indiana, on **January 9, 2006**, and achieved a score of **75%**, and is currently a licensed Class A, Heating and Air Conditioning Contractor with the City of Elkhart. This license is valid and set to expire on December 31, 2022, and is eligible for renewal.

The exam is a standard Prometric, Limited Mechanical Contractor Examination (formerly Block & Associates / Experior"). It was graded by Thomson Prometric, and the results furnished to this office. A score of 75% or greater is considered passing by the City of Elkhart. The acceptance of proof of insurance, bonding, or experience is left to the discretion of the issuing jurisdiction. For questions or further assistance please contact the Mechanical Inspector, at (574) 294-5471 ext. 1002.

Ronald Glick
Mechanical Inspector

Date: May 5, 2022

CoE: mer-req 5/19.1



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN
308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

5/16/2022

Request for Road Closure on North 8th St., between Middlebury St. and Summit.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be repairing a sewer main on North 8th St. The excavation will be approximately 10' feet in depth. For the safety of the work crews and the public, the City is requesting permission to close North 8th St. to thru traffic between Middlebury St and Summit., Tuesday May 17, 2022 and reopening for traffic on Thursday afternoon, May 19th, 2022, (Weather Permitting).

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren".

Kent Holdren
Superintendent of Goshen Water Department



Kent Holdren, Superintendent
WATER UTILITY, CITY OF GOSHEN

308 North Fifth Street • Goshen, IN 46528-2802

Phone (574) 534-5306 • Fax (574) 534-4281 • TDD (574) 534-3185
kentholdren@goshencity.com • www.goshenindiana.org

5/16/2022

Request for Road Closure at the intersection of South 5th St and East Washington St.

To the Board of Public Works and Safety and Storm Water;

The City of Goshen Water and Sewer Department will be repairing a Main Line Sewer at the intersection of South 5th St and East Washington St.

The work will require excavation of the road, with a trench that will be approximately 10' feet in depth.

For the safety of the work crews and the public, the City is requesting permission to close the intersection of South 5th St. and East Washington St. to thru traffic, starting 8:00 am Wednesday, May 18th and reopening for traffic on Friday evening May 20th.

We will notify Goshen Schools, EMS and insure that the garbage is moved to the appropriate location for pick up.

Regards;

A handwritten signature in black ink, appearing to read "Kent Holdren", written over a horizontal line.

Kent Holdren



**Engineering Department
CITY OF GOSHEN**

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

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

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Goshen Engineering

RE: **WILDEN TREE CLEARING – BALANCING CHANGE ORDER NO. 1
(JN: 2014-0035)**

DATE: May 16, 2022

Attached please find Change Order No. 1 – A Balancing Change Order.

The engineering department found a reduction in the planned number of trees to be removed along Wilden Ave. due to trees that were removed before the project started.

Change Order No. 1 decreases the current contract price by \$81,290.00, making the final contract amount \$198,600.00, a 29.04% decrease over the original contract of \$279,890.00.

Please review and consider approval of this change order by signing the attached copies.

Original contract amount	\$279,890.00
Change Order No. 1	<u>-\$81,290.00</u>
Revised contract amount	\$198,600.00

Suggested Motion: Move to approve the balancing Change Order No. 1 decreasing the contract by \$81,290.00 for a final contract amount of \$198,600.

CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 1
Date: 5/16/2022

**CITY OF GOSHEN, INDIANA
OFFICE OF THE CITY ENGINEER
204 E. Jefferson Street, Suite 1
Goshen, IN 46528**

OWNER: City of Goshen
PROJECT NAME: Wilden Ave. Tree Clearing
PROJECT NUMBER: 2014-0035
CONTRACTOR: J. Ranck Electric

I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)

Line item adjustments to serve as a balancing change order to close the project.

3	Tree Removal, 6 in. (Note: This balances the line item out)	-27 EA	@ \$400.00	-----	-\$10,800.00
4	Tree Removal, 10 in. (Note: This balances the line item out)	3 EA	@ \$970.00	-----	\$2,910.00
5	Tree Removal, 18 in. (Note: This balances the line item out)	-4 EA	@ \$2,100.00	-----	-\$8,400.00
6	Tree Removal, 30 in. (Note: This balances the line item out)	-4 EA	@ \$3,000.00	-----	-\$12,000.00
7	Tree Removal, 48 in. (Note: This balances the line item out)	-10 EA	@ \$5,300.00	-----	-\$53,000.00

Total - \$81,290.00

CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 1
Date: 5/16/2022

II. ADJUSTMENTS IN AMOUNT OF CONTRACT

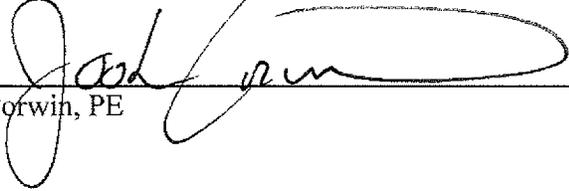
1. Amount of original contract	\$279,890.00
2. Net (Addition/Reduction) due to all Previous Contract Supplements Numbers 0 to <u>1</u>	
3. Amount of Contract, not including this supplement	\$279,890.00
4. Addition /Reduction to Contract due to this supplement	(\$81,290.00)
5. Amount of Contract, including this supplemental	\$198,600.00
6. Total (Addition /Reduction) due to all Change Orders (Line 2 + Line 4)	(\$81,290.00)
7. Total percent of change in the original contract price Includes Change Order No. 0 to <u>1</u> (Line 6 divided by Line 1)	-29.04%

III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended/reduced** by 0 calendar days, making the final completion date N/A.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as _____, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.

CHANGE ORDER FORM

RECOMMENDED FOR ACCEPTANCE



Josh Corwin, PE

ACCEPTED: BOARD OF PUBLIC WORKS
CITY OF GOSHEN, INDIANA

Mayor

Member

Member

Member

Member

Member

ACCEPTED: CONTRACTOR

J. Ranck Electric

BY: _____
Signature of authorized representative

Printed

Title