Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m., September 25, 2023

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 Gina Leichty

Approval of Minutes: September 18, 2023

Approval of Agenda

1) Fire Department request: Hire **Noah P. Youngman** as a Probationary Firefighter for the Goshen Fire Department effective today, Sept. 25, 2023

2) Fire Department request: Hire **Dakoda L. Miller** as a Probationary Firefighter for the Goshen Fire Department effective today, Sept. 25, 2023

3) Fire Department request: Hire **John Z. Bacigal** as a Probationary Firefighter for the Goshen Fire Department effective today, Sept. 25, 2023

4) Fire Department request: Hire **Colin D. Loe** as a Probationary Firefighter for the Goshen Fire Department effective today, Sept. 25, 2023

5) Police Department request: Accept the resignation of Officer **Kraig R. Caridine** #211, effective October 4, 2023

6) Goshen First Church request: Approve closure of 12 parking lot spaces and parking spaces in front of the church for its annual "Trunk or Treat" event on Oct. 31, 2023

7) Waterford Villas II Homeowners Association request: Approve the partial closure of Newbury Street on Oct. 7, 2023 for a neighborhood block party

8) Cecil's Heating & Cooling request: Approve closure of the alley and parking lot behind 211/213 South Main Street to change a rooftop unit for three hours between Sept. 26 -Oct. 13

9) Legal Department request: Approve the agreement with Schrock Real Estate, LLC for drainage along Reliance Road

10) Legal Department request: Ratify the agreement between Goshen Parks and Recreation and Stone Ridge Landscaping

11) Legal Department request: Approve the agreement for the Completion of the Construction Project with Greenwood Rentals, LLC relative to the construction of the Indiana Avenue Apartments and authorize the Mayor to sign the agreement

12) Water Department advisory: Public notification of the fall hydrant flushing program, beginning Monday, October 9, 2023 through Friday, Oct. 13, weather permitting

13) Engineering Department request: Approve the placement of school zone speed limit signs on South Greene Road for Goshen Intermediate School

14) Engineering Department request: Approve the placement of a speed limit sign on Ridgeview Drive at the entrance of the neighborhood

Privilege of the Floor

Approval of Civil City and Utility Claims

Adjournment

BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD
MINUTES OF THE SEPTEMBER 18, 2023 REGULAR MEETING

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

Present: Mayor Gina Leichty, Mike Landis, Orv Myers, Mary Nichols and Barb Swartley
Absent:

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

REVIEW/APPROVE MINUTES: Mayor Leichty presented the minutes of the Sept. 11, 2023 Regular Meeting. **Board Member Mary Nichols moved to accept the minutes as presented and the motion was seconded by Board Member Barb Swartley. Motion passed 5-0.**

REVIEW/APPROVE AGENDA: Mayor Leichty presented the meeting agenda with the addition of the consideration of a Uniform Conflict of Interest Disclosure Statement from the Mayor. **Board member Nichols moved to approve the agenda as amended. Board member Swartley seconded the motion. Motion passed 5-0.**

1) Legal Department request: Approve Resolution 2023-19, *Approving Revisions to City of Goshen Vacation Leave; Beginning Wages; and Credit Card Use Policies*
City Attorney Bodie Stegelmann said that on Jan. 24, 2022, the Board of Public Works and Safety approved certain City-wide policies, in the form of a Policy Manual, identified in Resolution 2022-05.
Stegelmann said City staff has determined that certain revisions to the City's Vacation Leave, Beginning Wages, and Credit Card Use policies would be appropriate. The City Attorney provided red-line versions of the three policies for which revisions are suggested, to show the revisions
Stegelmann said the credit card use changes are meant to better conform to the policies and procedures of the Clerk-Treasurer's Office.
Mayor Leichty asked who served on the committee that revised the City's policies and procedures. **Stegelmann** said the committee consisted of **Mayor Stutsman, Deputy Mayor Mark Brinson, Director of Public Works & Utilities Dustin Sailor, City Fleet Manager Carl Gaines, the Clerk-Treasurer** and a few others – 10-12 in all who completed a comprehensive review and revision of the policies, which were approved by the Board in January 2022.
Mayor Leichty said today's proposed policy changes were presented to the City's Department heads and they had a chance to review the proposed changes and inform their employees about the changes. The Mayor said she wanted to make Board members aware of the review process.
Board member Landis asked if policy revisions would be a routine occurrence or if something in particular triggered these revisions. **Stegelmann** said there were specific discussions that led to the proposed changes and it was always anticipated there would be revisions. He said there was an ambiguity in the vacation policy, specifically carrying over vacation time from one year to the next. There also were changes in the language having to do with days vs. hours taken and there was a clarification of part-time status.
Nichols/Swartley moved to approve Resolution 2023-19*, Approving Revisions to City of Goshen Vacation Leave; Beginning Wages; and Credit Card Use Policies*. Motion passed 5-0.

2) Legal Department request: Approve Resolution 2023-30, Declaring Surplus and Authorizing the Disposal of IT Equipment

Shannon Marks, the Legal Compliance Administrator for the City Legal Department, said the City Information Technology Department wishes to dispose various items of IT equipment that is no longer needed or are unfit for the purpose for which it was intended because it is broken or obsolete.

In a memorandum to the Board, **Marks** wrote that the equipment includes one power supply, one battery backup, 38 ram sticks, 21 towers, 1 camera, one keyboard and one wireless mouse.

Marks said Resolution 2023-30 would declare the property as surplus and authorize its disposal in accordance with the provisions of Indiana Code § 5-22-22-8 by demolishing or junking property that is worthless or of no market value, including recycling components where possible

Mayor Leichty said she was personally excited this resolution was moving forward "because the basement of our office (at City Hall) has become an IT graveyard and it will be nice to clean up some space down there."

Nichols/Swartley moved to pass Resolution 2023-30, *Declaring Surplus and Authorizing the Disposal of IT Equipment.* Motion passed 5-0.

3) Legal Department request: Adopt Resolution 2023-31, *Concerning the purchase of a wheel loader*

Brandy Toms, a paralegal with the City Legal Department, told the Board that the City solicited sealed bids for the purchase of a wheel loader and received five (5) bids. Of those five bids, she said the only responsive and responsible bidder is a unit manufactured in Austria and not in the United States.

According to Resolution 2023-31:

- Indiana Code 5-22-15-21 and Ordinance 3828, as amended by Ordinance 5077, provide that the City shall promote the purchase of supplies manufactured in the United States unless the Board of Public Works & Safety, as purchasing agency, makes a determination otherwise.
- The City is interested in acquiring a wheel loader.
- The City solicited sealed bids for the purchase of a wheel loader and five bids were received.
- The wheel loader offered by the only responsive and responsible bidder is manufactured in Austria.
- Therefore, the Goshen Board of Public Works and Safety resolves that the City shall not be limited to purchasing a wheel loader manufactured in the United States because the City believes that the quality of the components used in the manufacturing and assembly process in Austria will be acceptable.

Board member Landis asked if there were obvious reasons the other bids were not responsive and responsible.

Toms said four out of the five bids had too many exceptions or an exception that the City Street Department didn't want. She said two of the five units also were too small. She said only one unit was acceptable.

Board member Swartley asked for a clarification of the requested Board action. **Toms** said the City is supposed to purchase products manufactured in the United States, but none of the equipment covered in the bids was manufactured in the United States. All were from overseas manufacturers, leading to Resolution 2023-31.

Nichols/Swartley moved to adopt Resolution 2023-31, *Concerning the purchase of a wheel loader.* Motion passed 5-0.

4) Legal Department request: Award the bid for the purchase of a wheel loader to West Side Tractor Sales as the only responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement at a cost to the City of $154,608.28 which includes the trade allowance of $20,000 for the 2001 New Holland

Brandy Toms, a paralegal with the City Legal Department, informed the Board that the City solicited sealed bids for the purchase of wheel loader for the Street Department. The bids were opened by this Board on Aug.14, 2023. The following is a summary of the bids received:

1. Hardings, Inc. - $170,303.00
2. West Side Tractor Sales - $174,608.28
3. Weaver Ag & Lawn Equipment, LLC - $174,299.00
4. Weaver Ag & Lawn Equipment, LLC – 149,942.67
5. Weaver Ag & Lawn Equipment, LLC - $183,764.00

Toms said that the wheel loader offered by West Side Tractor Sales of South Bend is they only responsive and responsible bidder. The bid also included an option for a trade in allowance for a 2001 New Holland, Model #LW1710 the City current owns. The trade allowance offered by West Side Tractor Sales is $20,000, reducing the cost of the purchase of the wheel loader to $154,608.28.

Toms recommended that West Side Tractor Sales be awarded the bid and have Mayor Leichty execute the purchase agreement.

Nichols/Swartley moved to award the bid for the purchase of a wheel loader to West Side Tractor Sales as the only responsive and responsible bidder and approve and authorize Mayor Leichty to execute the purchase agreement regarding the same at a cost to the City of $154,608.28, which includes the trade allowance of $20,000 for the 2001 New Holland. Motion passed 5-0.

5) Legal Department request: Approve and authorize the Mayor to execute the agreement with Abonmarche Consultants for Phase 1 of Goshen Violett Cemetery's Development Project at a cost of $31,900 plus any requested duties or reimbursable expenses

Brandy Toms, a paralegal with the City Legal Department, recommended that the Board approve and authorize Mayor Leichty to execute the attached agreement with Abonmarche Consultants for the Goshen Violett Cemetery Development Project.

She said the following services will be performed under this agreement:

Task	***Description***	***Cost***
1	Survey Services: Boundary Retracement Survey (undeveloped land)	$6,500
	Topographic Survey (Master Plan)	$3,500
2	Subdivision Plat Process (Phase 1)	$9,500
3	Construction Stormwater General Permit (CSGP)	$7,400
	Stormwater Management Design (Master Plan)	$2,500
	SWPPP/ Permit Applications (Phase 1)	$2,500
4	Set Control Points (4 Sections)	$2,500
TOTAL		***$31,900***

Toms said the total expenses are subject to additional tasks that Abonmarche may perform as requested. These include the following: Construction staking estimated to cost approximately $6,000 and any reimbursable expenses.

Nichols/Swartley moved to approve and authorize Mayor Leichty to execute the agreement with Abonmarche Consultants for Phase 1 of Goshen Violett Cemetery's Development Project at a cost of $31,900 plus any requested duties or reimbursable expenses under the scope of work in this agreement. Motion passed 5-0.

6) Legal Department request: Approve and authorize the Mayor to execute the agreement with Signtech Sign Services for the maintenance, installation, and uninstallation of Downtown Goshen's Christmas décor for the 2023-2024 season at a cost not to exceed $20,000, plus the cost of a lift rental should one be necessary

Brandy Toms, a paralegal with the City Legal Department, recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Signtech Sign Services for the maintenance, installation, and uninstallation of Downtown Goshen's Christmas décor for the 2023-2023 season at a cost to the City not to exceed $20,000 plus the cost of a lift rental should one be necessary.

Mayor Leichty said she was gratified to not be decorating the downtown Christmas tree.

Board member Landis asked if this was the first year the City would be contracting for this service with Signtech.

Mayor Leichty said this has been done in the past. **City Attorney Bodie Stegelmann** said the City is clearing up some processes and the Downtown Economic Improvement District Board may have been involved in the past.

Nichols/Swartley moved to approve and authorize Mayor Leichty to execute the agreement with Signtech Sign Services for the maintenance, installation, and uninstallation of Downtown Goshen's Christmas décor for the 2023-2024 season at a cost to the City not to exceed $20,000, plus the cost of a lift rental should one be necessary. Motion passed 5-0.

7) Engineering Department request: Approve the lane restriction on College Avenue for two days starting Wednesday, Sept. 20, 2023

City Director of Public Works & Utilities Dustin Sailor told the Board that in regards to the Goshen College Westlawn Nursing Renovation project, C&E Excavating is requesting a lane restriction on College Avenue between Main Street and South 9th Street starting Wednesday, Sept. 20 through Thursday, Sept. 21, 2023.

Sailor said a traffic control plan was attached to the Board agenda packet. Due to delays in receiving the required documents, Sailor said the permit could not be issued in time for work to be completed last week.

Nichols/Swartley moved to approve the lane restriction on College Avenue for two days starting Wednesday, Sept. 20, 2023. Motion passed 5-0.

8) Engineering Department request: Approve granting permission for Mayor Leichty to sign the right-of-entry agreements for 1824 and 1910 Lighthouse Lane, allowing the City access to these two properties to provide topsoil to correct an existing drainage issue

City Stormwater Coordinator Jason Kauffman told the Board that during the construction of the houses along the south side of Lighthouse Lane in The Crossing Subdivision, soil was placed within an existing drainage swale to build up the lots. This resulted in a low area being created between 1910 and 1824 Lighthouse Lane where stormwater collects until it can soak into the ground or evaporate.

Kauffman said the homeowners approached the Goshen Engineering and Stormwater Departments in 2022 to request help in addressing this problem during the Crossing Subdivision Drainage Improvements project, but because this issue lies outside of the project area, it could not be fixed.

Kauffman said that due to the elevations of the newly constructed swale to the south of the homes and the height of the front yard between the homes installing a pipe to the south and north was deemed unfeasible and the only viable option is to raise the yard up. Thus, the City came to an agreement with the homeowners in which the City would provide topsoil and the homeowners would spread out the topsoil to eliminate the low spot.

Kauffman said to move forward with this arrangement, two right-of-entry agreements between the property owners and the City were prepared and the Stormwater Department is requesting the Board of Public Works and Safety's approval to allow Mayor Leichty to sign the agreements.
Board member Landis asked where the stormwater that has been collected between the homes will now drain.
Kauffman said the intent is for the water to drain to the south as it does for the other houses. He clarified other issues for the project.
Nichols/Swartley moved to approve granting permission for Mayor Leichty to sign the right-of-entry agreements for 1824 and 1910 Lighthouse Lane allowing the City access to these two properties to provide topsoil to correct an existing drainage issue. Motion passed 5-0.

9) Mayor's request: Approve Uniform Conflict of Interest Disclosure Statement for the Mayor
Mayor Leichty submitted to the Board a Uniform Conflict of Interest Disclosure Statement regarding her 50% ownership of Eyedart Creative Studio with her husband, Ben Stutzman.
In the statement, the **Mayor** wrote: "Since 2015, the City of Goshen has maintained an annual sponsorship contract with Eyedart Creative Studio to produce the Good of Goshen. The Good of Goshen aims to promote the City, highlighting the people, places, and amenities that distinguish Goshen from other communities. The City has utilized the Good of Goshen as a marketing tool to build community awareness and pride in the City's resources as well as a talent attraction and retention tool for prospective employees and residents." **The Mayor** also wrote, "The continuation of the Good of Goshen program is included in the proposed 2024 budget."
Mayor Leichty explained the purpose of the form and that why it has been submitted and noted that she would not be voting on this matter.
City Attorney Bodie Stegelmann recommended that the Board accept the form on behalf of the City. He said that afterward, his office would be submitting the form to the State so there is a record of the disclosure.
For the sake of full disclosure, **Mayor Leichty** said that at times Eyedart Creative Studio has provided photography or videography services for the City. However, she said there are no plans for that at this time.
Nichols/Swartley moved to accept the Uniform Conflict of Interest Disclosure Statement from the Mayor regarding Eyedart Creative Studio. Motion passed 5-0.

Privilege of the Floor (opportunity for public comment for matters not on the agenda):
Mayor Leichty opened Privilege of the Floor at 2:23 p.m. There was no comments from the public.

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

Adjournment
Mayor Leichty adjourned the Board of Works meeting at 2:24 p.m.

EXHIBIT #1: ***A Uniform Conflict of Interest Disclosure Statement filed by Mayor Gina Leichty. The statement was submitted for consideration of added agenda item #9.***

APPROVED:

_____

Mayor Gina Leichty

_____

Mike Landis, Member

_____

Orv Myers, Member

_____

Mary Nichols, Member

_____

Barb Swartley, Member

ATTEST:

_____

Richard R. Aguirre, City of Goshen Clerk-Treasurer

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

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

September 18, 2023

To: The Board of Works and Public Safety

RE: Hire Noah P. Youngman as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Noah P. Youngman** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Noah as a Probationary Firefighter for the Goshen Fire Department, effective September 25, 2023.

Thank you.

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

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dannysink@goshencity.com • www.goshenindiana.org

September 18, 2023

To: The Board of Works and Public Safety

RE: Hire Dakoda L. Miller as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Dakoda L. Miller** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Dakoda as a Probationary Firefighter for the Goshen Fire Department, effective September 25, 2023.

Thank you.

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

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

September 18, 2023

To: The Board of Works and Public Safety

RE: Hire John Z. Bacigal as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **John Z. Bacigal** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire John as a Probationary Firefighter for the Goshen Fire Department, effective September 25, 2023.

Thank you.

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

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

September 18, 2023

To: The Board of Works and Public Safety

RE: Hire Colin D. Loe as a Probationary Firefighter

From: Fire Chief Danny Sink

I am pleased to announce that **Colin D. Loe** has passed all of the pension requirements for the State of Indiana and I am requesting that the Board of Works and Public Safety hire Colin as a Probationary Firefighter for the Goshen Fire Department, effective September 25, 2023.

Thank you.

Jose' D. Miller
Chief of Police
111 E Jefferson St
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety
Mayor Gina Leichty
Member Mike Landis
Member Mary Nichols
Member Barb Swartley
Member Orv Myers

Date: September 25th, 2023

From: Chief Jose' Miller

Reference: Request to Accept Officer Kraig R. Caridine #211 Resignation

I am requesting for the Board of Public Works and Safety to approve the resignation of Officer Kraig R. Caridine #211. Officer Caridine's last day working will be Tuesday October 3rd, 2023. The resignation should be effective Wednesday, October 4th.

Several months ago our administration was notified by Officer Kraig Caridine that he was applying at a police agency close to the Illinois state line. Officer Caridine informed us that he feels he needs to move closer to his family that lives out of state. Officer Caridine has been forthright with our department during his application process and has now been offered a position as a police officer. Although we will greatly miss having Officer Caridine at the Goshen Police Department, we understand the situation he is in and support this move to benefit his family.

I would like to thank Officer Caridine for the time and dedication to our department and our community and wish him only the best.

Respectfully,

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

Telephone: (574) 533-8661 **Hearing Impaired: (574) 533-1826** **FAX: (574) 533-1826**

From: Caridine, Kraig
Sent: Tuesday, September 19, 2023 2:05 PM
To: Everage, Austin
Subject: Resignation

I am writing to formally tender my resignation from my position as Patrolman on the Goshen City Police Department, effective two weeks from the date of this letter. My last working day will be a Tuesday, which falls on 10/3/2023.

I appreciate everyone for understanding why I am transferring departments. I appreciate the help this department has given me when my wife was having issues after the birth of our son. I will always appreciate what this department has done for me and understand that this decision was not easy.

I met some great people here from Goshen PD to Elkhart County that I will miss. I'll always be available if anyone wants to contact me for anything.

Thank you once again for the opportunities provided to me during my time at the Goshen PD. I wish the department continued success in its mission to serve and protect our community.

Sincerely,

Patrolman Kraig Caridine 211

Goshen First Church
Global Methodist Church
214 S. 5th Street
Goshen IN 46526

Goshen Board of Works
2023
Goshen Indiana

September 20,

Dear Sirs and Madams:

Goshen First Church 214 S. 5th St. Goshen would like to hold a Trunk or Treat Event on October 31, 2023. I understand that this is the date of the merchants Trick or Treat event.

Our event in October of 2022 was very successful. However, the foot traffic came primarily from the downtown area. That is why we are requesting to hold the even on Oct 31st this year.

We are requesting the areas blocked on October 31 until the end of the trick or treat hours. We would like to use 12 parking spaces in the North City parking lot. 6 next to the church and 6 across the parking lot to the north. We would need at least 4 barriers if just the parking spaces are blocked. We would also like the parallel parking spots in front of the church on 5th street blocked. Probably about 10 barriers for those spots. I will attach a marked map to the email along with this letter.

This the same area that we used last year.

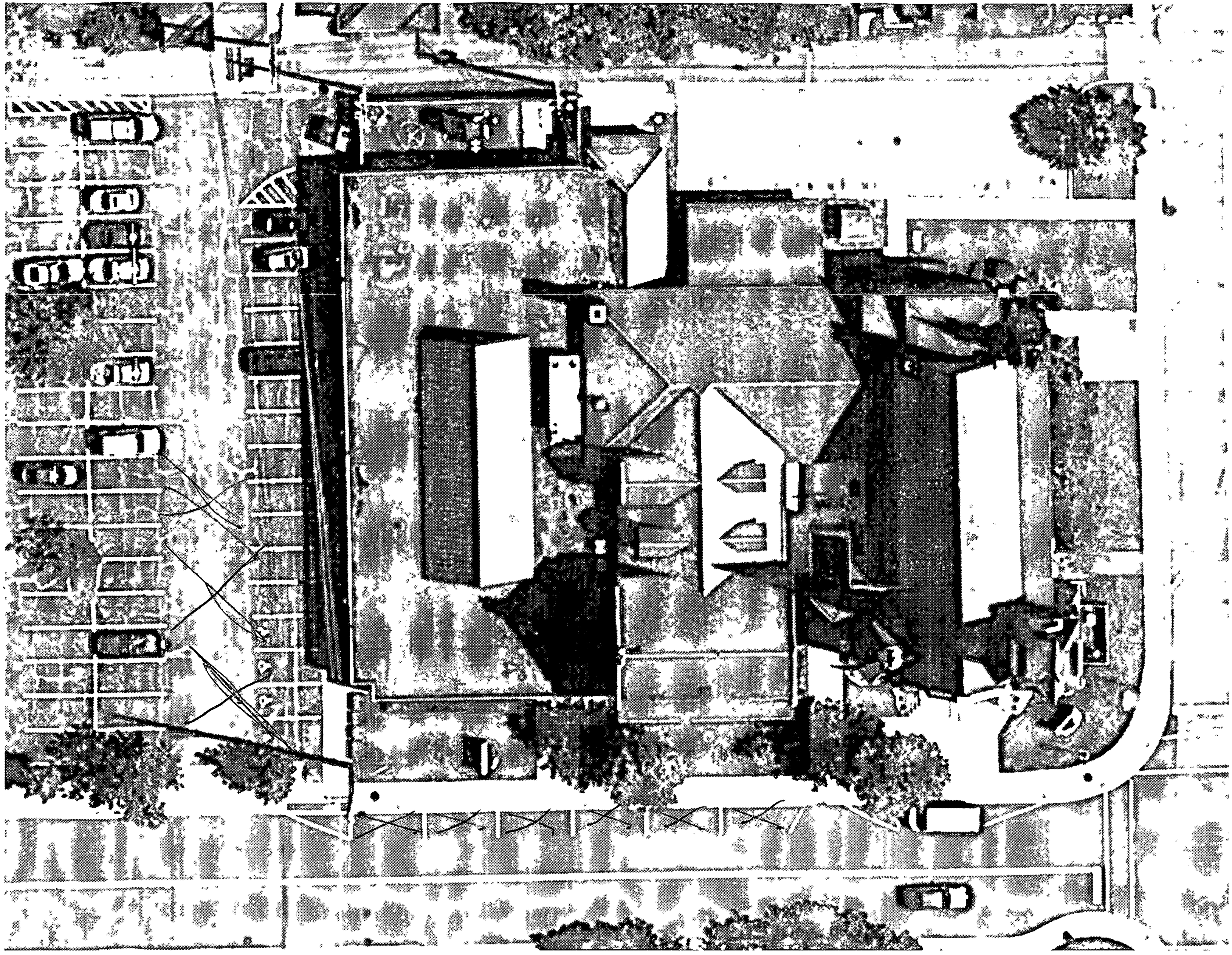
We anticipate 6 to 10 vehicles decorated with their trunks or backs of SUV's open with candy displayed and to be distributed to children in the afternoon during trick or treat merchant hours. We would anticipate 250 to 500 children to participate. We anticipate 15 church members dressed in costumes to be involved.

You can contact me, Loraine Troyer, at 574-361-3123 or email ltroyer@msn.com or you can contact Pastor Diana Siegel at diana.siegel@ingmc,org; 260-593-2165.

I can present the proposal at the Goshen Board of Works meeting on Sept. 25 or October 2.

Sincerely,

Loraine Troyer. Mission Chairperson



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: Sept. 25, 2023

Subject: Street closure request for Waterford Villas II Neighborhood Block Party

The Clerk-Treasurer received the following request:

Sept. 18, 2023

To: Goshen Board of Public Works

From: Jim Ramer — Waterford Villas II

Re: Waterford Villas II Neighborhood Block Party

Date: October 7, 2023

The Waterford Villas II Homeowners Association, consisting of the Newbury Circle Street, is requesting permission to hold a Neighborhood Block Party on the east end of Newbury Street, from Regent to 100 feet west of the curve, on Saturday October 7, 2023 from 4:00 to 8:00 PM. The Waterford Villas II HOA is requesting this one block be closed during this time.

Thank you for considering this request.

Jim Ramer

2105 Newbury Circle

bull46526@yahoo.com

Cecil`s Heating & Cooling

57631 CR 33
Middlebury, IN
Douglas Wagner
574-533-9447, Ext. 1
cecils9447@gmail.com

To whom it may concern:

We are changing a rooftop unit at 211/213 South Main.

We request that we need to close the city parking lot, and alley for approximately 3 hours sometime between 9/20/23- 10/13/23. We would need barricades and or cones, yellow tape to keep people and cars out. We would want to do this around 8:00 am, Monday-Thursday.

CITY OF GOSHEN LEGAL DEPARTMENT
City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 ● Fax (574) 533-8626 ● TDD (574) 534-3185
www.goshenindiana.org

September 19, 2023

To: Board of Public Works and Safety

From: Don Shuler

Subject: Agreement with Schrock Real Estate, LLC for Connection to Storm Water Facility

Attached for the Board's approval and execution is an Agreement Allowing Schrock Real Estate LLC Connection to Storm Water Facility. The Agreement permits alternate surface water drainage for Schrock Real Estate, LLC. The alternate drainage was necessary due to the construction and relocation of Reliance Road as a result of the roadway project associated with the new County Courts building. The Agreement has already been executed by Schrock Real Estate, LLC.

Suggested Motion:

Move to approve the Agreement with Schrock Real Estate, LLC for drainage along Reliance Road, as presented.

AGREEMENT

Allowing Schrock Real Estate LLC Connection to Storm Water Facility

THIS AGREEMENT is entered into on the _____ day of _____, 2023, by the **City of Goshen, Indiana** by and through the Goshen Board of Public Works and Safety and Stormwater Board, hereinafter referred to as "City," and **Schrock Real Estate LLC,** hereinafter referred to as "Owner."

RECITALS

WHEREAS Schrock Real Estate LLC is the owner of a tract of real estate along the east side of Reliance Road, Goshen, Concord Township, Elkhart County, Indiana, which is more particularly described as follows,

> Lot Number 1A as said Lot is known and designated on the Recorded Plat of DJ Construction Commercial Subdivision First Replat as recorded in Plat Book 32 at Page 98 in the Office of the Recorder of Elkhart County, Indiana. [The Plat is also known as Instrument Number 2009-02495].
>
> Being Parcel No. 20-07-31-351-052.000-013, hereinafter referred to as the "Subject Real Estate."

WHEREAS, applicable standards and regulations require stormwater to be contained on-site;

WHEREAS, the City of Goshen plans to reconstruct Reliance Road, which will reduce the size of the Subject Real Estate;

WHEREAS, after the reconstruction of Reliance Road, the storm water retention capacity of the Subject Real Estate will not be sufficient to properly contain surface water drainage without connection to some other facility.

WHEREAS Owner and City recognize that the Subject Real Estate is not of sufficient size to allow Owner to comply with the current surface water discharge standards, regulations and ordinance.

NOW THEREFORE, it is therefore agreed by City and Owner as follows:

1. RECITALS. The representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement, as though they were fully set forth in this Section 1.

2. TERM OF AGREEMENT. The term of this agreement shall commence upon the date of execution by all parties and shall continue in perpetuity unless terminated pursuant to the terms of this agreement.

3. CONNECTION TO CITY'S STORM SEWER SYSTEM

A. City will allow for alternate surface water drainage by permitting Owner to connect to and discharge stormwater from a detention basin located on the Subject Real Estate to a storm water facility that the City will construct. The reconfigured basin on Owner's Subject Real Estate must maintain a retention capacity of 29,374 cubic feet of stormwater. The connection shall be made from the Subject Real Estate via a "balancing" pipe installed with an invert elevation of 772.5 that will cross under the Reliance Road right-of-way and discharge stormwater to a retention pond the City shall construct on the west side of Reliance Road with a capacity of 58,464 cubic feet. An illustration of the connection to the stormwater facility is attached hereto as Exhibit A.

B. Owner may not reduce the size of the of the detention facility, including the existing forebay basin, located on the Subject Real Estate, and the balancing pipe installed may not be altered in any manner without the written consent of the City.

C. Once constructed, Owner shall maintain the private storm water facilities on the Subject Real Estate and connection to City's storm water system at Owner's expense.

D. Owner or Owner's occupant shall not discharge any liquid or substance other than clear and clean stormwater into the City's storm sewer system. In the event that Owner or Owner's occupant does discharge any liquid or substance other than clear and clean stormwater into the City's storm sewer system, then Owner shall be responsible for any damages caused to the City's storm sewer system and any clean-up required.

E. Owner shall not modify the Owner's drainage system in any material way other than as provided for by this agreement.

F. The figures for retention capacity listed in Paragraph 3.A. are based on current stormwater standards and regulations, as well as Owner's proposed Site Plan, which is attached hereto as Exhibit B. The parties understand and agree that any change to the stormwater standards and regulations, or any change in Owner's proposed Site Plan and future improvements, may result in Owner being required to provide additional retention capacity on the Subject Real Estate.

G. Owner is not responsible for ongoing maintenance for the detention facility that City will construct on the west side of Reliance Road as part of this agreement. The parties state their understanding that maintenance, as contemplated in this agreement, consists of routine mowing and species management, and specifically does not include repairs to or reconstruction of the detention facility as a result of Owner's stormwater discharge.

4. TERMINATION OF CONNECTION

A. City may terminate this agreement if any of the following events occur:

i. State or federal statutes, rules or regulations are changed or interpreted to require City to treat stormwater that enters the storm sewer system.

ii. Owner or Owner's occupant discharges any liquid or substance other than clear and clean stormwater into the City's storm sewer system.

iii. City's existing storm sewer system is for any reason unable to handle the stormwater generated from the Subject Real Estate without undue operational costs or negative impact to the existing storm sewer system.

iv. City changes or replaces its existing storm sewer system in a way that makes it impractical for City to continue to accept the stormwater generated from the Subject Real Estate.

v. Owner modifies the Owner's drainage system in any material way.

B. If any of the events listed in paragraph (A) occur and City's Department of Stormwater Management notifies Owner of the need to disconnect from the storm sewer system, Owner shall disconnect from the system within six (6) months of City's notice at Owner's expense unless a shorter period of time is required by the Indiana Department of Environmental Management or other governmental entity.

C. If Owner disconnects from City's storm sewer system for any reason, Owner shall retain its stormwater on the Subject Real Estate or discharge its stormwater in a manner approved by the City of Goshen's Department of Stormwater Management and in compliance with statutes, ordinances, rules and regulations in effect at the time Owner disconnects from City's storm sewer system at Owner's expense.

D. City retains the right to immediately suspend Owner's right to connect to City's storm sewer system if in the opinion of City the suspension is necessary in order to stop an actual or threatened discharge that presents or may reasonably present an imminent or substantial endangerment to the health or welfare of persons, to the environment, or causes City to violate any condition of City's National Pollutant Discharge Elimination System (NPDES) Permit.

5. **NOTICES.** Whenever any notice, statement or other communication is required under this agreement, it 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 the parties may designate in writing from time to time.

Notices to City shall be sent to:	City of Goshen, Indiana Attention: Legal Department 204 East Jefferson Street, Suite 2 Goshen, Indiana 46528
Notices to Owner shall be sent to:	Schrock Real Estate LLC Bob Schrock 3414 Elkhart Road Goshen, IN 46526

6. MISCELLANEOUS

A. Owner agrees that upon the sale of any portion of the Subject Real Estate described in this agreement, Owner will advise the purchaser of this agreement in writing prior to the sale.

B. This agreement shall be construed and enforced in accordance with the laws of the State of Indiana. The venue for any action brought by either party relating to or arising out of this agreement shall be in Elkhart County, State of Indiana.

C. If it becomes necessary for any party to this agreement to institute litigation in order to enforce or construe the terms and provisions of this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs incurred in such litigation from the non-prevailing party.

D. No remedy conferred upon any party in this agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this agreement or

existing at law or equity. Every power or remedy provided in this agreement may be exercised concurrently or independently and as often as deemed appropriate.

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

F. This agreement contains the entire agreement between the parties respecting the matters set forth.

7. **AUTHORITY TO EXECUTE.** The undersigned affirm that all steps have been taken to permit them to execute this agreement, and upon their execution bind their respective organizations to the terms of the agreement.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement on the dates set forth below.

City:

Goshen Board of Public Works and Safety and Stormwater Board

_____
Gina M. Leichty, Mayor

_____
Michael A. Landis, Member

_____
Mary Nichols, Member

Date: _____, 20___

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned Notary Public, on _____, 20____, personally appeared Gina M. Leichty, Mayor, Michael A. Landis, Member and Mary Nichols, Member of the Goshen Board of Public Works and Safety and Stormwater Board on behalf of the **City of Goshen, Indiana**, and acknowledged the execution of the foregoing instrument.

_____
Notary Public
Printed: _____

(SEAL)

County of residence: _____
Commission number: _____
My commission expires: _____

Owner:

Schrock Real Estate LLC

By: Robert N. Schrock

Printed: Robert N. Schrock

Title: Manager

Date: September 7, 2023

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

Before me, a Notary Public, on September 7, 2023, personally appeared Robert N. Schrock, _____, on behalf of Schrock Real Estate LLC, and acknowledged the execution of the foregoing instrument.

Tracie D. Norton
Notary Public
Printed: Tracie D. Norton
County of residence: Elkhart
Commission number: 684470
My commission expires: May 1, 2024

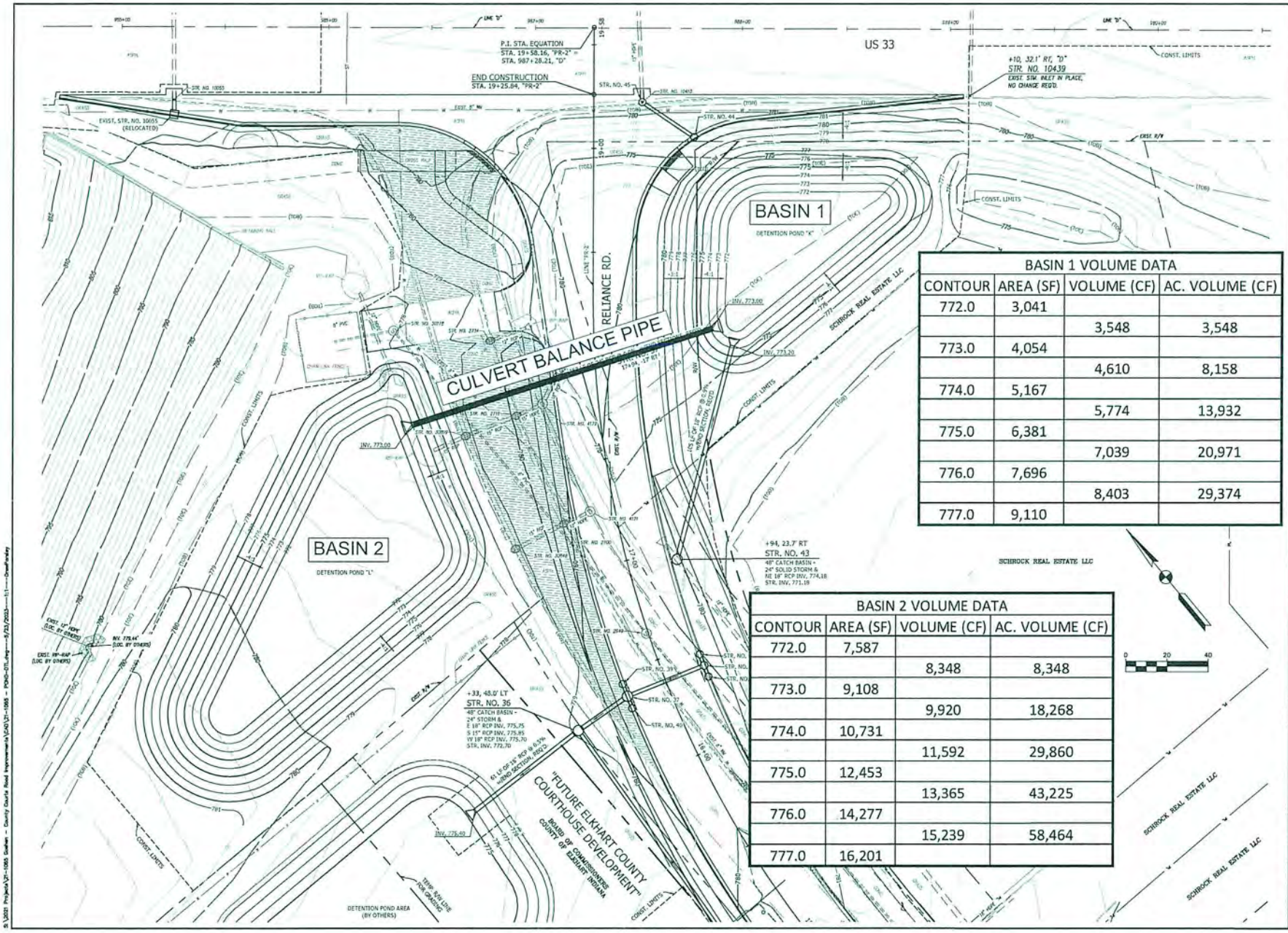
(SEAL)

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.

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

Connection to City's Storm Sewer System



BASIN 1 VOLUME DATA			
CONTOUR	AREA (SF)	VOLUME (CF)	AC. VOLUME (CF)
772.0	3,041		
		3,548	3,548
773.0	4,054		
		4,610	8,158
774.0	5,167		
		5,774	13,932
775.0	6,381		
		7,039	20,971
776.0	7,696		
		8,403	29,374
777.0	9,110		

BASIN 2 VOLUME DATA			
CONTOUR	AREA (SF)	VOLUME (CF)	AC. VOLUME (CF)
772.0	7,587		
		8,348	8,348
773.0	9,108		
		9,920	18,268
774.0	10,731		
		11,592	29,860
775.0	12,453		
		13,365	43,225
776.0	14,277		
		15,239	58,464
777.0	16,201		

A&Z ENGINEERING
1220 Stuman Ave
Fort Wayne, IN 46825
260-483-7077
www.azengineering.net

BY: DATE:

SURVEYED BY: AZ ENG
DESIGNED BY: PDH, PSD
DRAWN BY: PDH, PSD
CHECKED BY: DWD
APPROVED BY: NVT

SHEET TITLE: GRADING DETAIL - DETENTION POND 'K' & 'L'

PROJECT: ELKHART COUNTY COURTS ROAD IMPROVEMENTS FINAL CONSTRUCTION PLANS

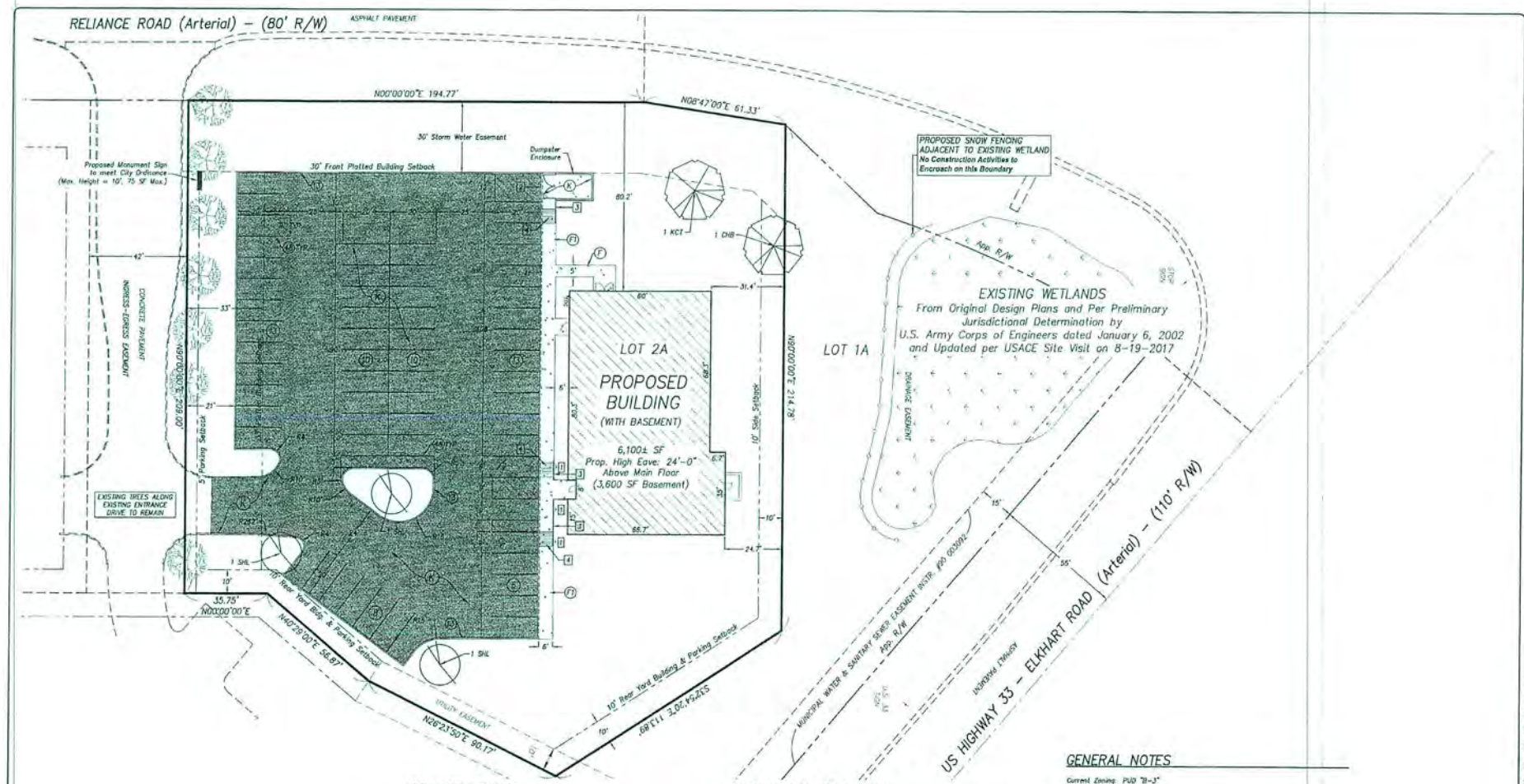
PROJECT NO.: 21-1065
DRAWING FILE NAME: 21c065-POND01
SCALE: 1" = 20'
SHEET NUMBER: 40 OF TOTAL SHEETS: 93

PRELIMINARY - NOT FOR CONSTRUCTION

S:\2021 Projects\21-1065 Gaskee - County Courts Road Improvements\CAD\21-1065 - POND-01.dwg----8/31/2023----11:----DwdPurdy

Exhibit B

Site Plan



KEYNOTE LEGEND

- (#) Number of Parking Spaces
- ♿ ADA International Symbol of Accessibility
- [1] ADA Parking Sign
- [2] Depress Curb to be Flush with Pavement
- [3] 4" Wide Concrete Curb
- [4] ADA Sidewalk Ramp
- (13) Standard Curb
- (F1) Integral Concrete Curb / Sidewalk, 4" thick, Width Noted
- (F) Concrete Sidewalk, 4" thick, Width Noted
- (K) Concrete Pavement (See Pavement Recommendations)
- (48) 4" Solid White Paint Line (Verify Color with General Contractor/Owner) (See Sheet C4.0 for striping details)

PARKING CALCULATIONS

Required Parking: 1 Spaces per 2 Employees

30 Employees on 1 Shift

(30 Employees / 2) x 1 Spaces = 15 Spaces

1 Space per 400 SF Office Space

(6,460 SF / 400 SF) = 16 Spaces

15 + 16 = 31 Required Spaces

Provided Parking: 60 Spaces (Includes 3 ADA Spaces)

All New Parking Spaces are 9' x 20'.

GENERAL NOTES

Current Zoning: PUD "B-3"

1. Existing Land Use: Vacant lot.
2. The project is serviced by City of Goshen sanitary sewer and water.
3. Setbacks shall conform to City of Goshen Zoning Ordinance unless the proper variances have been approved.
4. Site/Building drainage shall be managed onsite via the existing retention area.
5. Proposed parking shall be paved and privately owned.
6. All radii dimensions are to edge of pavement unless otherwise noted.
7. All landscape and lighting shall be in accordance with the City of Goshen Zoning Ordinance unless the proper variances have been obtained.

LANDSCAPE DEVELOPMENT STANDARDS

Streetside:
Required: 1 large trees / 60', 1 medium tree / 40', or 1 small tree / 30'
Old CR 17: 257' = 5 large trees

Parking Areas – Interior:
Required: 1 parking island with tree / 20 parking spaces
Number of Spaces / 20 = 3 parking islands with tree

PLANT MATERIAL LIST

QTY	SYM	COMMON NAME	BOTANICAL NAME	SIZE	TYPE	NOTES	AVG. MATURE HEIGHT
1	CHB	Common Hackberry	CELTIS occidentalis	2" CAL	B&B	Single straight trunk	50 feet
3	SHL	Skyline Honeylocust	GLEDITSIA triacanthos f. inermis 'Skycole'	2.5" CAL	B&B	Single straight trunk	40 feet
1	KCT	Kentucky Coffee Tree	GYMNOCLADUS dioca	2" CAL	B&B	Single Straight Trunk	50 feet

QUANTITIES SHOWN ON THE PLANT LIST ARE FOR CONTRACTOR'S INFORMATION ONLY. IN CASE OF DISCREPANCY, THE ACTUAL COUNT ON THE LANDSCAPE PLAN PREVAILS.

PAVEMENT RECOMMENDATIONS

CONTRACTOR SHALL FOLLOW 2017 INDOT SPECIFICATION FOR ALL PAVEMENT MATERIALS AND INSTALLATION PROCEDURE.

(K) STANDARD DUTY ASPHALT PAVEMENT (PARKING LOT and AISLES)
6" Class A Concrete Pavement on
6" Compacted Aggregate Base, INDOT #53

NOTE:
Once the subgrade is exposed, Contractor shall verify with a Geotechnical Engineer if additional aggregate base is needed, existing soil needs undercut and removed, geo-grid is needed, etc.

TABULATED SITE DATA

Site Area – 1.44 Acres

Proposed Land Coverage	Area (acres)	Percentage
Proposed Building	0.15	10%
Proposed Parking, Drives	0.54	38%
Open Space	0.75	52%
	1.44	100%

GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

NO.	REVISION DESCRIPTION	BY:	DATE:
5	REVISED PER CITY TECH. REVIEW, CLIENT CHANGES, AND ADJUSTED DATUM	BEM	12-07-17
4	CHANGES PER ELKHART COUNTY SWCD	HJCW	11-01-17
3	CHANGES PER CITY OF GOSHEN REVIEW (STORMWATER)	HJCW	10-26-17
2	CHANGES PER CLIENT	BEM	10-03-17
1	CHANGES PER ELKHART COUNTY SWCD	HJCW	10-03-17

ABONMARCHE

PROJECT: SCHROCK REAL ESTATE NEW OFFICE BUILDING
3456 ELKHART ROAD, GOSHEN, IN 46526

SHEET TITLE: SITE DEVELOPMENT PLAN

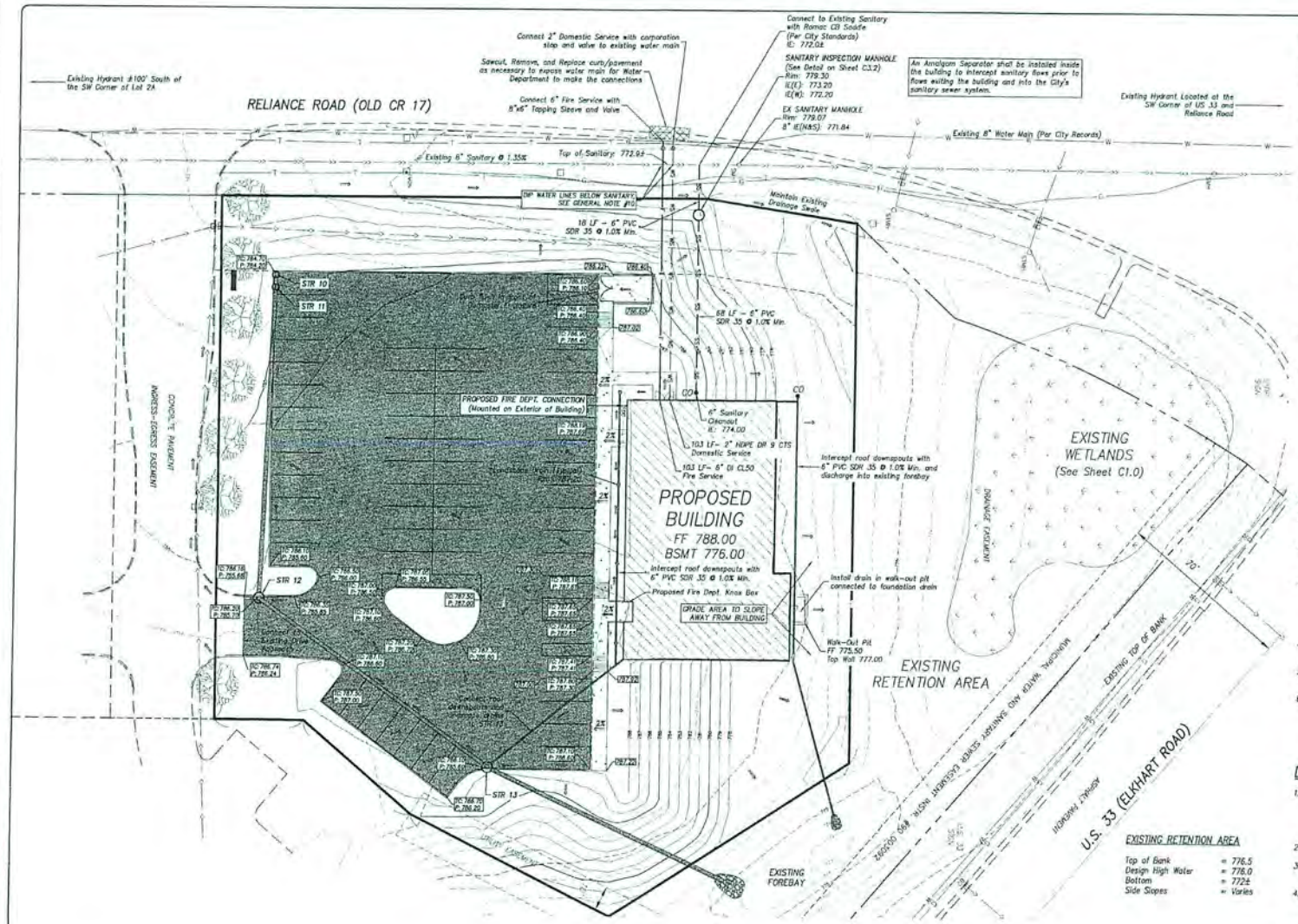
DRAWN BY: DEF
DESIGNED BY: DEF
PM REVIEW: BEM
QA/QC REVIEW: DSK
DATE: 08-30-17
SEAL: BRADLEY E. HOSNEDL REGISTERED PE10707051 STATE OF INDIANA PROFESSIONAL ENGINEER
SIGNATURE:
DATE: 12-07-17

HARD COPY IS INTENDED TO BE 24" X 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC COPYRIGHT MAY NOT BE ACCURATE FOR ANY OTHER SIZE

SCALE: HORZ: 1" = 20' VERT:

ACS JOB #: 17-1051

SHEET NO: C1.0



GENERAL NOTES

1. Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
2. Contractor shall inquire all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
3. Unsuitable materials that could affect the integrity of the pipes and/or pavement shall be properly treated.
4. Any removed and/or disturbed pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
5. No closing of streets shall be permitted without prior approval from the City.
6. Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
7. Contractor shall obtain all necessary project permits form all respective governmental agencies with the exception of the Soil Erosion Permit. The Developer will obtain this permit.
8. All backfill for pipe trenches and site grading shall be performed with granular material in 6-inch lifts maximum and compacted to 100% Standard Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2321 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
9. Contractor shall verify the water table and include in the bid the cost for dewatering. The water table shall be lowered to 24 inches below the pipe invert prior to installation. The Developer has performed soil borings and can provide a copy upon request.
10. Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
11. Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

GRADING NOTES

1. Contractor shall follow the latest Indiana "Rule 5" Soil Erosion Practices, See Sheets C5.0–C5.4.
2. All topsoil shall be removed and stockpiled onsite at a location approved by the Owner. A minimum of 4 inches of topsoil shall be placed on all disturbed areas outside the building and parking areas.
3. All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
4. Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
5. Finish grade at all building doorways equals the building finish floor elevation unless otherwise noted.
6. Proposed contours show grading intent only. Contractor shall use proposed spot grade elevations and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.

DRAINAGE NOTES

1. Storm sewer pipe material shall be PVC SDR 35 for cover greater than 2 feet below paved surfaces. If cover is less than 2 feet, pipe material shall be RCP Class 3. Pipe shall be bedded per pipe manufacturer, and backfilled with suitable clean granular material in accordance with the plans.
2. Pipe lengths are measured to the outside of structure.
3. Roof downspouts shall connect to the storm sewer and/or piped to the existing retention area.
4. Storm sewer structures shall utilize the Neenah Casting R-3010 or equivalent. The casting shall be embossed with "Dump No Waste, Drains to Waterways" and have the "Fish" image.

LEGEND

700.00	Proposed Spot Grade / Rim Elevation
700.00M	Existing Spot Grade/Proposed by City
TC	Top of Curb/Concrete Sidewalk Elevation
P	Pavement Elevation
FF	Finished Floor Elevation
2.0%	Hard Surface Slope
	Drainage Direction
*	Existing Elevation

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

STRUCTURE DATA TABLE

STORM SEWER SIZED FOR A 10 YEAR, 30 MINUTE STORM EVENT

Structure Number	Structure Downstream	Structure Area (Ac.)	Structure C	Structure CA	Total Area (Ac.)	Cumulative C	Cumulative CA	Intensity (in/hr)	Q Req'd (cfs)	Length (feet)	Pipe Dia. (inches)	Slope (ft/100 ft)	Q Prov'd (cfs)	Velocity (ft/sec)	Upper I.E.	Lower I.E.	Rim Up	Rim Down	Cover Up	Cover Down	Structure	Outlet
10	11	0.15	0.95	0.14	0.15	0.93	0.14	2.64	0.4	2	12	2.00	5.1	6.4	779.94	779.90	784.20	784.25	3.04	3.13	Std. 30" Dia. Inlet	STR 11
11	12	0.26	0.95	0.25	0.41	0.95	0.39	2.64	1.0	120	12	1.00	3.6	4.5	779.90	778.70	784.25	785.70	3.13	5.78	Std. 30" Dia. Inlet	STR 12
12	13	0.05	0.95	0.05	0.46	0.96	0.44	2.64	1.2	109	12	1.50	4.4	5.6	778.70	777.06	785.70	785.60	5.78	7.31	Std. 48" Dia. Manhole	STR 13
13	RETENTION	0.28	0.95	0.27	0.74	0.96	0.71	2.64	1.9	103	12	2.00	5.1	6.4	777.06	775.00	785.60		7.31		Std. 48" Dia. Manhole	RETENTION

NO.	REVISION DESCRIPTION	BY	DATE
5	REVISED PER CITY TECH REVIEW, CLIENT CHANGES, AND ADJUSTED DATUM	BEM	12-07-17
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ABONMARCHE
Goshen
Elkhart
Warsaw
Kendallville
Ligonier
Angola
Bluffton
Fort Wayne
Auburn
South Bend
Plymouth
Valparaiso
Engineering Architecture Environmental
Burns Creek Corporate Center
3009 Burns Creek Drive
Goshen, IN 46526
T 574.533.5913
F 574.533.5915
abonmarche.com

PROJECT:
SCHROCK REAL ESTATE
NEW OFFICE BUILDING
3456 ELKHART ROAD, GOSHEN, IN 46526

SHEET TITLE:
DRAINAGE, GRADING AND UTILITY PLAN

DRAWN BY: DFP
DESIGNED BY: BEM
PM REVIEW: BEM
QA/QC REVIEW: DSK
DATE: 08-30-17
SEAL: BRADLEY E. MOSHIER REGISTERED PE10700531 STATE OF INDIANA PROFESSIONAL ENGINEER
SIGNATURE:
DATE: 12-07-17

HARD COPY IS INTENDED TO BE 24" x 36" WHEN PLOTTED. SCALE(S) INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES

SCALE:
HORZ: 1" = 20'
VERT:

AO JOB #: 17-1051

SHEET NO.: C3.0

CITY OF GOSHEN LEGAL DEPARTMENT
City Annex
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528-3405

Phone (574) 537-3820 ● Fax (574) 533-8626 ● TDD (574) 534-3185
www.goshenindiana.org

September 19, 2023

To: Board of Public Works and Safety

From: Don Shuler

Subject: Ratification of Parking Line Replacement Agreement with Stone Ridge Landscaping

Attached is an Agreement for parking line replacement for the Dam Pond parking lot. The Agreement was previously approved by the Goshen Parks and Recreation Board, per requirement of state statute, and has been executed by Tanya Heyde, Parks Superintendent, per that approval. Per the City's Small Purchase Policy, as the work qualifies as a public works project, the agreement must also receive approval or ratification from the Board of Works.

Suggested Motion:

Move to ratify the Agreement between Goshen Parks and Recreation and Stone Ridge Landscaping as presented.

PO #187212
#187209

Stone Ridge Landscaping, Inc.
21665 County Road 45
Goshen, IN 46528
Phone: (574) 534-9800

Thursday, August 24, 2023
Estimate# E230281.1

City of Goshen- Parks & Rec
202 South 5th St.
Goshen , IN 46526

Kevin Yoder

Parking Line Replacement

Enclosed, please find my proposal for the following work areas. After reviewing this information, please contact me with questions or adjustments to this proposal. Upon receipt of the signed contract & deposit, this project will be scheduled for completion. I look forward to helping you enjoy the outdoors!
-Terry

Paver Patio

Mattoni paver patio provides a beautiful and timeless paver space. This patio provides a high level of durability due to the quality materials and craftsmanship utilized during installation. The patio includes the following features:

- Mattoni paver in Dark Charcoal color
- Washed sand or bedding chip 1" layer for paver stabilization
- Upgraded polymeric stabilized joints for improved durability
- 7-Year Warranty backed by Michiana's BEST Landscape company as voted by local residents

Paver Patio Total: $3,647.52

Site Restoration

No site restoration included in this proposal.

Site Restoration Total: $0.00

Irrigation Sprinklers

No automatic irrigation system installation or repair is included in this proposal. If sprinkler damage occurs, client may hire Stone Ridge or their preferred contractor for repairs at an additional cost not included in proposal.

Irrigation Sprinklers Total: $0.00

Subtotal: $3,647.52

IN (7%): $90.19

Grand Total: $3,737.71

Sales Person Signature: _____ Date: August 24, 2023

Terry Taylor

I/we Goshen Parks Dept. agree to the terms of the contract.

Client Signature: _____ Date: August 29, 2023

This proposal is valid until Thursday, September 14, 2023.

Payment Schedule

Acceptance of Contract	$2,000.00
Substantial Completion of Project	$1,737.71

Payment Terms: **Upon Receipt**

Terms and Conditions

Payment: Balances older than 21 days are subject to 18% interest cost (1.5% per month) plus reasonable collection costs associated with carrying past due balance including attorney fees. Delinquent payment voids all warranties.
Cancellation Rights: The buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Written cancellation rights request must be in provided in writing to the office of Stone Ridge Landscaping Inc. As legally acceptable, funds will be retained/invoiced for any completed services.
Designs, Sketches, Drawings: Drawings, sketches, concepts, drawings, and all graphical representations are conceptual in nature and are not the absolute final method of conveying scope, colors, designs, formats, workmanship and actual construction details. Contractor reserves the right to adjust and modify actual layouts and materials to fit the intended proposal scope of work.
Workmanship: Operations shall be completed in a substantial and workmanlike manner. Drawings and details are to serve as a guide and shall be followed as closely as is practical but, on-site adjustments may be made. Wear and/or damage to driveway and other surfaces may occur in the course of construction. Contractor and it's partners is not responsible for repair or replacement. Theft of plants or materials after they are placed on the site will be the owners responsibility for replacement.
Utilities: Water, electric, natural gas and/or propane and similar utilities that may be used in the course of a project are assumed to be provided by the client for use by the contractor as part of this contract and pricing.

Revision: This proposal is subject to revision if not accepted within fourteen (14) days, as the availability of many materials is not constant. This proposal is based on the current price of labor and materials and may be adjusted after a fourteen (14) day period for any unanticipated increases in same.
Concealed Contingencies: This proposal is subject to an extra charge for concealed contingencies, such as rock, debris, poor drainage situations, poor soil conditions, etc., not readily apparent in estimating the materials and work specified. The site shall be received by us at a finish grade, properly drained, and in a clean, workable condition unless otherwise stated in the contract. This contract is based on all grades being within one-tenth of one foot to finish grade prior to the landscape contractor starting work unless otherwise stipulated herein. This contract does not include additional fill dirt from off-site as may be necessary to establish the proper grade unless otherwise stipulated herein. All soil will be used on site, unless otherwise stipulated herein.
Underground Markout: Stone Ridge Landscaping Inc. will contact utility locator to mark utilities for standard settings and normal located areas. It will be the responsibility of the project owner or representative to have all underground utilities; including drain lines, septic systems, private utilities, private electric supplies, irrigation system, and anything else that may be damaged, clearly marked by a qualified person. If this is not done prior to our starting date, any damage to the utilities mentioned above will be the responsibility of the project owner or representative.
Field Adjustments: The contractor also reserves the right to do necessary field adjustments without notice, due to drainage issues, excessive rock or other obstructions, and/or obstacles that might cause potential problems.
Railing: Client is responsible for determining if railings for code, insurance, and other regulations is required by speaking with local regulator authorities. Stone Ridge is not aware of all situations relating to the client site and specific goals. Stone Ridge is does not know the specific requirements for your site. Therefore, no railings, fall protection, or similar elements are included as a part of this project, unless specifically written in this contract document
Change Order Note: All jobs are done as specified and any request for additional work or changes may require a signed Change Order. It is our goal to make you a satisfied customer. The project manager is responsible for your project and is capable of completing the work. The project manager will be familiar with your particular project and will be able to answer your questions. In some cases the project manager will be able to write up a Change Order form for requests for additional work or changes in existing work.
Right to Authorize Job: You warrant that you have full legal right to authorize Stone Ridge Landscaping Inc. to perform the job at the location described above.
Photo Release: Signing this contract provides full photography rights to this project and surrounding amenities, structures, descriptions, and photography. Images may be used in advertising and promotional materials. All compensation is included in the noted costs and no additional payments shall be made or expected from contractor as a result of releasing these rights to Stone Ridge Landscaping Inc.
Right to Place Lien: Per state law, Stone Ridge Landscaping Inc. reserves the right to place lien on property listed above to ensure payment for materials and services. This contract must be communicated and approved by property owner prior to execution by property owner/representative (or contractor) prior to execution.
Payment: Timely payment is expected. Client is responsible for paying reasonable collection costs & attorney fees for collecting past due debt. Legal resolution will be handled in Elkhart County Indiana.
WORK AS SPECIFIED: THERE ARE NO OTHER WARRANTIES MADE BY THE CONTRACTOR, WHETHER EXPRESSED OR IMPLIED, OTHER THAN SPECIFICALLY IN THE CONTRACT HEREIN. FURTHERMORE, THE PROJECT OWNER EXPRESSLY WAIVES ANY IMPLIED WARRANTIES ON ANY MATERIALS USED BY THE CONTRACTOR AND FURTHER SPECIFICALLY AGREES THAT THE CONTRACTOR SHALL NOT BE RESPONSIBLE FOR ANY ACTION OR CLAIM FOR DAMAGES ALLEGEDLY ARISING OUT OF ANY SUCH HIDDEN DEFECTS AND / OR UNDER STATE LAW OF REDHIBITORY VICES AND/OR DEFECTS.

Paragraph Titles: The paragraph titles in this Agreement are for convenience only; they form no part of this agreement and shall not affect its interpretation.

CITY OF GOSHEN LEGAL DEPARTMENT
Bodie J. Stegelmann, City Attorney

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

bodiestegelmann@goshencity.com ● www.goshenindiana.org
Phone (574) 537-3854 ● Fax (574) 533-8626 ● TDD (574) 534-3185

Memorandum

To: Board of Public Works and Safety

From: Bodie J. Stegelmann

Re: Agreement for the Completion of Construction Project – Greenwood Rentals, LLC

Date: September 25, 2023

City staff asks the Board to approve the Agreement provided with this Memorandum. Greenwood Rentals LLC constructed apartments near the intersection of Indiana Avenue and Plymouth Ave. All work on the apartments is complete, except NIPSCo has not been able to install meters on certain, individual apartment units due to the meters not being currently available. The agreement provided with this memorandum would allow Greenwood Rentals LLC to lease the units for which electric meters have been installed.

Suggested Motion: Move to approve the Agreement for the Completion of the Construction project with Greenwood Rentals LLC relative to the construction of the Indiana Avenue Apartments, and authorize Mayor Leichty to sign the agreement on behalf of the Board of Public Works and Safety.

AGREEMENT FOR THE COMPLETION OF THE CONSTRUCTION PROJECT

THIS AGREEMENT is entered into on SEPTEMBER 6TH, 20 23, between the City of Goshen, Indiana, by and through the Goshen Board of Public Works and Safety, hereinafter referred to as "Goshen," and

Property Owner: Greenwood Rental Properties, LLC

and, if the builder is responsible for completing the remaining work,

Builder: Ancon Construction Co. Inc.

☐ No Builder

hereinafter referred to individually or collectively, if applicable, as "Permittee."

Permittee obtained a building permit for the construction of a building on the real estate at

Site: Indiana Avenue Apartments, Goshen, Indiana, hereinafter referred to as "Site."

The construction project is substantially complete except for:

☐ certain exterior work that cannot be completed due to weather conditions.

☑ the installation of certain parts or equipment which are not currently available.

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

1. **WORK.** Permittee agrees to complete the following remaining item(s) of work, hereinafter referred to as "Work," as soon as conditions permit, but no later than October 31, 20 23, unless an earlier date is specified below:

   ☐ Permanently stabilize the Site which shall include grading, adding topsoil where needed, seeding and mulching of the grounds. This shall specifically include stabilization of approximately _____ square feet of disturbed area with seed and a temporary stabilization measure such as anchored mulch, hydromulch, or erosion control blankets. In addition, all adjacent and/or affected inlets shall be kept covered until the Site has been completely and permanently stabilized.

   ☐ Plant all required landscaping at the Site according to the plan submitted to the Goshen Planning and Zoning Department. This shall include planting: _____

   ☐ Install the hard surface driveway for the Site.

☐ Permittee agrees to install a temporary gravel driveway, and Goshen will permit the installation of the temporary gravel driveway until such time as the permanent hard surface driveway can be installed. The temporary gravel driveway shall be installed prior to occupancy of the building, but no later than _____, 20_____.

☐ Install the hard surface parking lot for the Site.

☐ Permittee agrees to install a temporary gravel parking lot, and Goshen will permit the installation of the temporary gravel parking lot until such time as the permanent hard surface parking lot can be installed. The temporary gravel parking lot shall be installed prior to occupancy of the building, but no later than _____, 20_____.

☐ Install all required parking lot striping for parking spaces at the Site.

☐ Install approximately _____ square feet of concrete sidewalk and/or curbing at or adjacent to the Site parallel to the following public street: _____

☐ Install approximately _____ of concrete sidewalk at the Site to the building entrance.

☑ Install the following certain parts or equipment at the Site: Electric meters as soon as NIPSCo provides the meters for installation.

☐ Other: _____

2. **SURETY.** Permittee is required to provide Goshen a surety to guarantee the timely and proper completion of the Work if the cost of the Work is estimated by Goshen to be at least Two Thousand Dollars ($2,000), or if the Work includes the installation of a driveway, parking lot, sidewalk, curbing or other hard surface improvement, regardless of cost.

☐ Permittee agrees to provide Goshen a surety in the amount of _____ Dollars ($_____) to guarantee the timely and proper completion of the Work under the terms of this agreement. The surety may be in the form of a surety bond, letter of credit, or cash bond, including a cashier's check or corporate check (which City Clerk-Treasurer will cash). The surety is to guarantee the timely and proper completion of the obligations under this agreement and is not intended for the benefit of any third party, including Permittee's contractors or subcontractors. Upon satisfactory completion of the Work, Goshen will release the surety. If the surety is in the form of cash or a check, the Permittee must have a current W-9 on file with the City Clerk-Treasurer so a check may be issued to refund the surety.

☑ Permittee is not required to provide Goshen a surety to guarantee the timely and proper completion of the Work.

3. **CERTIFICATE OF OCCUPANCY.** Except for the Work yet to be completed as set forth in Section 1 above, once the construction project complies with all applicable City ordinances and requirements, Goshen will issue a Certificate of Occupancy for the Site; however, following apartment units located on the Site shall not be occupied until the electric meters for such apartments are installed and accepted by the Goshen Building Department: 101, 102, 103, 104, 112, 201, 202, 203, 204, 212, 301, 302, 303, 304, 312 , 401, 402, 403, 404, 412 , 501 , 502, 503, 504, and 512. **It is Permittee's obligation to contact the Goshen Building Department to obtain the Certificate of Occupancy prior to occupying the building.**
4. **FORCE MAJEURE.** If Permittee's performance under this agreement is prevented because of an occurrence that is beyond the control of the Permittee which could not have been avoided by exercising reasonable diligence, Permittee's time for performance will be extended. Such extension shall be for no longer than necessary given the nature of the occurrence which causes the delay. Examples of such occurrences are tornadoes, floods, or more than a typical number of days where rainfall prohibits the performance required of the Permittee.

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

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

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

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

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

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

8. **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.

9. **NOTICES.** All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in this agreement. Notice will be considered given five (5) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

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

Address for Permittee:

Property Owner: Greenwood Rental Properties, LLC
3314 US-33
Goshen, IN
46526

Builder: Ancon Construction Co. Inc.
2146 Elkhart Road
Goshen, IN 46526

☐ No Builder

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

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

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

11. **ATTORNEY FEES.** In the event legal action is brought to enforce or interpret the terms and conditions of this agreement, the non-prevailing party will pay all costs and expenses expended or incurred by the prevailing party, including reasonable attorneys' fees.

12. **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.

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

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

15. **AUTHORITY TO EXECUTE.** Each person executing this agreement represents that he or she is duly authorized and has legal authority to execute and deliver this agreement on behalf of the respective party, and upon execution and delivery of this agreement, bind the respective party to the terms and conditions of the agreement.

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

Permittee:[1]

Property Owner:

Signature: Jose A. Garcia

Printed: Jose A. Garcia

Title (if any): Owner

Date: 9/6/23

Signature: Mayra Garcia

Printed: Mayra Garcia

Title (if any): Owner

Date: 9/6/23

Builder:

Signature:

Printed: MATHEW SCHNEIDER

Title: PROJECT MANAGER

Date: 09/06/23

Goshen:

Gina M. Leichty, Mayor

Date:

[1] The Property Owner is required to execute the agreement. If the Builder is responsible for completing the remaining work or if the Builder is providing the surety under the agreement (if required), the Builder is also required to execute the agreement.

Marvin Shepherd, Manager
Water Quality
CITY OF GOSHEN
308 North 5th Street • Goshen, IN 46528-2802
Email marvshepherd@goshencity.com
Phone (574) 534-5306 • Cell (574) 349-0485 • TDD (574) 534-3185

September 25, 2023

Goshen Utilities will start the fall hydrant flushing program beginning Monday October 9th, 2023 through Friday October 13th, weather permitting.

From Monday, October 9th through Friday October 13th, we will be flushing during daylight hours from 8:30 a.m. to 3:30 p.m. in the upper pressure zone, which is everything northeast of U.S. 33 and the Norfolk Southern tracks.

Also, on Monday, October 9th, we will start our night-time flushing from 9 p.m. to 6 a.m. At Madison & 10th street heading south to the City limits and between the Norfolk Southern tracks and U.S. 33 to the city limits south.

On Tuesday, October 10th, we will start flushing from 9 p.m. to 6 a.m. between Cottage Avenue and 10th Street between the Norfolk Southern tracks south to the City limits, and between Lincolnway East and the Norfolk Southern tracks heading east to the city limits.

On Wednesday October the 11th, we will start flushing from 9 p.m.to 6 a.m. between Pike Street and the City limits south and between North Greene Road and Cottage Avenue.

On Thursday October 13th, from 9 p.m. to 6 a.m., we will be flushing between Norfolk Southern and the City limits to the south, between North Greene Road to the City limits to the west.

We ask that you avoid doing laundry on the day we are close to your home, due to the rust that we are removing from the water mains. If you do have a problem with your laundry, please call us and we will have some special soap for you.

If you have any questions or concerns contact our office at 574-534-5306.

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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: SCHOOL ZONE SIGNS FOR GOSHEN INTERMEDIATE

DATE: September 25, 2023

The engineering department received a request to place school zone speed limit (25MPH) signs on Greene Road for the intermediate school. The end of school zone signs are already in place.

The request was considered at the September Traffic Commission meeting. Commissioners voted unanimously in support of the placement of the signs.

Requested Motion: Approve the placement of school zone speed limit signs on South Greene Road for Goshen Intermediate School.

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

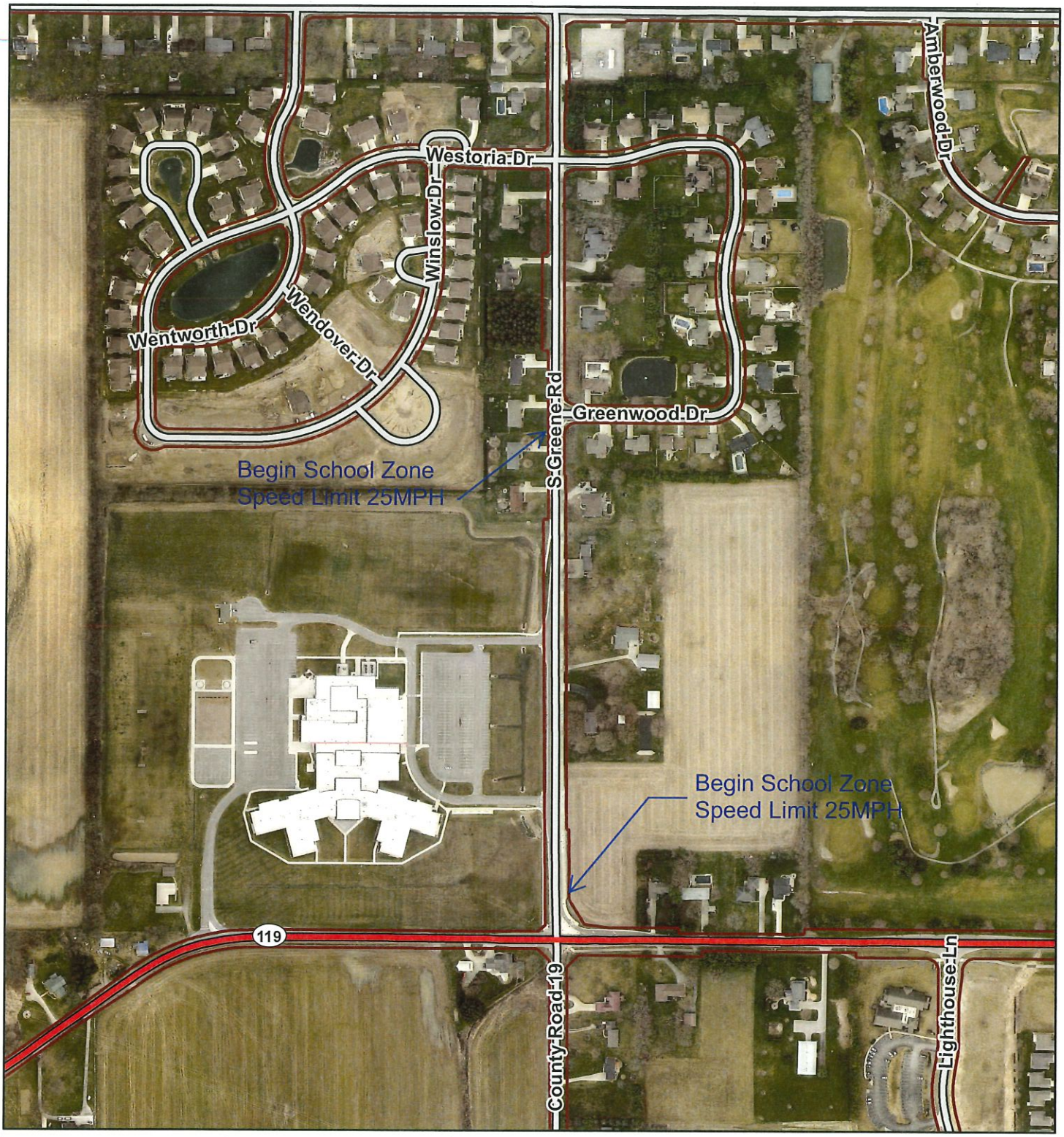
Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member



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MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: RIDGEVIEW DRIVE – SPEED LIMIT SIGN

DATE: September 25, 2023

The engineering department received a request for a speed limit sign at the entrance of the neighborhood on Ridgeview Drive. Currently, there are no speed limit signs within the neighborhood.

The request was considered at the September Traffic Commission meeting. Commissioners voted unanimously in support of a speed limit sign being installed at the entrance of the neighborhood.

Requested Motion: Approve the placement of a speed limit sign on Ridgeview Drive at the entrance of the neighborhood.

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

Gina Leichty, Mayor

Barb Swartley, Member

Mary Nichols, Member

Orv Myers, Member

Michael Landis, Member