



**Board of Public Works & Safety and Stormwater Board**

Regular Meeting Agenda

**4:00 p.m., May 30, 2024**

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: May 23, 2024**

**Approval of Agenda**

- 1) Police Department presentation: Life Saving Award to Officer Jorden Snyder**
- 2) Police Department request: Life Saving Award to Officer Maxwell Harmon**
- 3) Goshen Community Schools request: Approve the installation of an aggregate drive as part of the new Baseball-Softball Complex project**
- 4) Downtown Goshen Inc. request: Approve use of the alleyway next to Goshen Theater, 216 South Main Street, from 1 to 11 p.m., on First Friday, June 7, 2024**
- 5) St. John the Evangelist Catholic Church request: Approve street closures for two church events, on June 2, 2024 and on June 9, 2024**
- 6) Legal Department request: Approve the agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at the Central Fire Station, and authorize Mayor Leichty to execute such agreement**
- 7) Engineering Department request: Authorize Mayor Leichty to sign the agreement with Survey & Mapping Services for the preparation of four easement descriptions for \$6,500**
- 8) Engineering Department request: Approve the agreement with Traffic Control Specialists for the 2024 Road Line Striping project in the amount of \$104,883.68**

**Privilege of the Floor**

**Approval of Civil City and Utility Claims**

**Adjournment**



**BOARD OF PUBLIC WORKS & SAFETY & STORMWATER BOARD  
MINUTES OF THE MAY 23, 2024 REGULAR MEETING**

*Convened in the Goshen Police & Court Building, 111 East Jefferson St., Goshen, Indiana*

**Present:** Mike Landis, Orv Myers, Mary Nichols and Barb Swartley

**Absent:** Mayor Gina Leichy

**CALL TO ORDER:** Acting Chair Mike Landis called the meeting to order at 4:02 p.m. He said Mayor Leichy was unavailable but might arrive later and he would preside in the meantime.

**REVIEW/APPROVE MINUTES:** Chair Landis presented the minutes of the May 9, 2024, Regular Meeting as prepared by Clerk-Treasurer Aguirre. Board member Mary Nichols moved to approve the minutes as presented and the motion was seconded by Board member Orv Myers. The motion passed 4-0.

**REVIEW/APPROVE AGENDA:** Chair Landis presented the agenda as presented by the Clerk-Treasurer. Board member Nichols moved to approve the agenda presented. Board member Myers seconded the motion. Motion passed 4-0.

**1) Open sealed bids: Replacement beds for a single-axle and tandem-axle truck**

On behalf of the City Street Department and Central Garage, the Board was tasked with opening sealed bids submitted to the City for replacement beds for a single-axle and tandem-axle truck.

All bids were due to be submitted to the Clerk-Treasurer's Office by 3:45 p.m. on May 23, 2024 or by 4 p.m. of the date of the meeting at the City Court Room/Council Chamber.

Chair Landis announced that two companies submitted these bids:

- Lindco Equipment Sales (a division of Viking-Cives Group), Merrillville, Indiana: Single Axle, \$52,055; Tandem Axle, \$59,495. Total: \$111,450.
- W.A. Jones Truck Bodies and Equipment of Columbia City, Indiana: Single Axle, \$41,985; Tandem Axle, \$49,682. Total: \$91,667.

Nichols/Myers made a motion that the bids be referred to the City Legal Department for review. The motion passed 4-0.

**2) Ancon Construction Co. request: Approve a lane restriction adjacent to 2121 and 2119 West Wilden Avenue, May 28-May 30, 2024, for the repair of a road cut completed in December**

Doug VonGutnen, President of Ancon Construction Co., asked for an eastbound lane restriction from Tuesday, May 28 through Thursday, May 30 for the repair of a road cut at 2121 and 2119 West Wilden Avenue.

VonGutnen said his company will be removing and placing the temporary road patch that was completed in December 2023 for a water tap. He said the work will require work in the eastbound lane of Wilden Avenue.

VonGutnen indicated that the work should be completed in two working days and Wilden re-opened, but due to unknown weather conditions, he was requesting a longer time frame. He said the company will provide the necessary traffic control measures to provide a safe working environment and safety for vehicles on Wilden Avenue.

Nichols/Myers made a motion to approve the eastbound lane restriction on Wilden Avenue, from Tuesday, May 28 through Thursday, May 30, contingent on working out a traffic plan with the City. Motion passed 4-0.

**3) Steven Deranek request: Approval of a gravel parking pad at 306 Hawthorne Drive**

Steven Deranek told the Board that he wants to put a parking pad next to the driveway of his home at 306 Hawthorne Drive.



**Deranek** said was asking to install stone instead of cement in case the utility company would need to do work on a utility easement under the pad area.

**Deranek** indicated that there are three other homes that have stones along their driveways or beside their homes in his subdivision – at 509 Danbury Drive and 507 and 609 Lexington Drive. He added that he will be having the work done by a professional landscaping company so that the outcome is professional and looks good.

**City Assistant Planning & Zoning Administrator Rossa Deegan** said elements of the request will require approval by the City Board of Zoning Appeals and those will be heard on May 28, 2024. He said those requests will include encroachments on the front and side yard for this parking area, which has been requested to accommodate a boat and its trailer. There also is a requirement that the boat and trailer must be parked behind the front wall of the home, and there is not space to do so.

**Deegan** said two of the three neighborhood homes with gravel driveways were not approved by the City. Deegan added that dozens of driveways in that neighborhood are concrete. He added that if the parking pad is approved by the Board of Zoning Appeals, City staff will recommend that it only be approved on the condition that it be removed when it is no longer needed.

**Board member Swartley** asked if **Deranek** had read the subdivision ordinance and whether a front yard parking area for a boat trailer was desired. **Deranek** said he was unaware there was a subdivision ordinance. **Deegan** said the subdivision's Planned Use Development didn't have a provision barring boat trailers.

**Board member Landis** asked if **Deranek** would consider installing pavers instead of gravel. **Deranek** said he wouldn't have a problem doing that, noting that he originally wanted to install concrete.

**Board member Landis** said he was concerned about setting a precedent for the neighborhood by approving a gravel parking area. In response to a question from **Board member Swartley**, **Deranek** said he has discussed the request with his neighbors and none have objected.

In response to a question about the action the Board could take, **City Attorney Bodie Stegelmann** said the Board could either approve or deny a gravel driveway, adding that pavers were considered a solid surface.

In response to a statement from **Board member Landis** about pavers being allowed if the Board of Zoning Appeals approved the related requests, **Deegan** said that could be possible depending on the type of pavers used.

**After further clarifying remarks by Board members, Nichols/Myers made a motion to deny a gravel parking pad at 306 Hawthorne Drive. Motion passed 4-0.**

#### **4) West Goshen Neighborhood Association request: At the discounted rate, approve use of a City dump trailer, Saturday, June 22, 2024, for the neighborhood's Clean up Day**

On behalf of the West Goshen Neighborhood Association (WGNA), **Rachel Mercado** submitted a written request for a trash trailer for its annual Neighborhood Clean-up Day, scheduled for Saturday, June 2, 2024. She also requested the lowered fee of \$37.50 offered to neighborhood associations for this service.

**Clerk-Treasurer Aguirre** said he had just received a text message that **Mercado** could not be present because of an emergency. However, Aguirre said the same request was approved last year and he suggested that approval be granted on the condition that the neighborhood apply for the use of the trailer before an upcoming price increase.

In her written request, **Mercado**, who serves as president of the association, indicated that the trailer will serve as a vital resource for the neighborhood's clean-up event at Bakersfield Park, where the Goshen Street Department has provided a scheduled trailer in past years. She added that WGNA volunteers will be on hand to ensure compliance with county landfill regulations, preventing the dumping of prohibited items.

**Nichols/Myers moved that the West Goshen Neighborhood Association be approved for a trash trailer, at the City's discounted rate of \$37.50, for its annual Neighborhood Clean-up Day on June 2, 2024 contingent on an application being made on time. Motion passed 4-0.**



**5) Evan Miller/AG Holdings, LLC request: Approve waiver from the Subdivision Drainage Plan Requirements/Drainage Policy Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance on a 2-Lot subdivision to place the land into a conservancy**

**Evan J. Miller, Vice President of AG Holdings LLC**, asked for a waiver from a City Engineering Department requirement for the development of a drainage plan for a proposed two-lot subdivision.

**BACKGROUND:**

In a memorandum to the Board, **Miller** wrote that he was working with Abonmarche Consultants on a two-lot subdivision to separate a wooded area from the building and parking lot so the land can be placed into a conservancy with Wood Land Lakes and to pass ownership to Trees for Goshen.

While the proposal was going through the technical review process with the City for the proposed subdivision, **Miller** wrote that it was determined that the property does not meet the City's drainage standards. As a result, the subdivision plat could not be advanced and approved. The technical review committee advised that the applicant's only option was to petition the Board of Public Works & Safety for relief or a waiver from the Subdivision Drainage Plan requirement.

**Miller** wrote that he was not planning any improvements to the property with the subdivision, and his reason for the subdivision was strictly to create a separate lot for the wooded area.

**Miller** wrote that in 1992, Hertzler Systems began leasing the property at 2312 Eisenhower Drive from Hoogenboom Nafziger Realty (HNR). HNR built a 10,000 square foot building on the north half of the property. The south half of the property was undeveloped scrub brush. In about 2003, the two primary shareholders of Hertzler Systems, Evan and Byron, formed a new LLC (AG Holdings - AGH) and purchased the property from HNR.

In 2009, **Miller** wrote that Hertzler Systems planted approximately 450 first-year seedling trees on about one acre, on the south half of the property. In the 14 years since they were planted, the 450 trees have reached significant size. Concurrently, **Miller** wrote the owners are making decisions about the woods that have long-term consequences. A one-acre plot will support 30 to 40 mature trees and the woods have to be actively managed to decide which 30 or 40 trees endure. Red oak trees (one of the four original species) could live for a couple hundred years, so the decisions made now could reach 200 or 300 years into the future, **Miller** wrote.

**Miller** wrote that the owners were highly motivated to see these woods reach full maturity and benefit future generations. They have initiated conversations with Wood Land Lakes land conservancy, and with Trees for Goshen, a 501c3 corporation. They want to pass ownership for the woods to Trees for Goshen, and to place the land in a conservancy with Wood Land Lakes. In order to accomplish this, the property must be subdivided into two lots.

**Miller** wrote that the current issue is that the property was developed in the early 1990s, and the requirements for managing storm water drainage have significantly increased in recent years. The current building and parking lot would not be approved under current standards. This means that the property cannot be subdivided and comply with current storm water drainage standards.

**Miller** requested that the Board of Public Works and Safety exempt Red Oak Subdivision from compliance with current stormwater drainage standards. This will permit the owners to establish a conservation easement with Wood Land Lakes and gift the parcel to Trees for Goshen for management.

**Miller wrote that he was appealing the City's decision based on the following points:**

- In the 32 years that this building has been in place there have never been drainage issues, including the years before the trees were planted on the property.
- This parcel is sandy and drains well.
- The current dry wells in the parking lot have functioned well over the years and do not have standing water in them.
- The owners have never observed standing water on the grass areas and in the retention depression that is located in the wooded area.
- There were no drainage issues on the property during the 2018 "100-year flood."





- Mature hardwood trees are superb collectors of rainwater.
- The City's current Drainage Policy doesn't fit the property well for the lawns and woods due to the policy having a higher coefficient for calculating drainage capacity. When reviewing other published sources such as from Elkhart County Highway and Purdue University, the coefficient is much less (2/3 less) for these areas.
- The project is consistent with Goshen's 45 by 45 tree canopy goal and is a very real demonstration project of the benefit of tree canopy for managing rainwater.
- Notwithstanding the demonstration nature of this project, it is unique and therefore does not establish any precedence for variance from the drain water ordinance
- The proposed subdivision is designed to preserve space to ensure the ecological and economic benefits provided by this land of trees are carried forward to future generations.

**Miller** concluded his memo by stating: "We hope this project may inspire other individuals or organizations to plant more trees and help the City reach its tree canopy goal. Environmental sustainability is a very real problem every community is facing and this project is a creative, forward-thinking contribution to solving the problem. By itself, it is a very small contribution – a drop in the bucket if you will. But it helps the City manage storm water, not hinder it."

**Miller provided letters of support from Mike Yoder, President of the Wood Land Lakes RC&D Land Trust and Jonathan Corbin, Board Chair of Trees for Goshen.**

#### **DISCUSSION AND OUTCOME OF BOARD OF PUBLIC CONSIDERATION ON MAY 23, 2024:**

**Miller** outlined the background and context of his request, as detailed in his memorandum to the Board. He said that in consultation with the City Forester, he and his partner planted 450 trees on the one-acre industrial property in 2009. He said today they have a diverse forest with white pine, red oak, tulip poplar and black cherry trees as well as some persimmon and paw paw trees.

**Miller** said he has learned that the one-acre parcel will support 20-30 mature trees, so many of the current trees will need to be removed. To ensure the trees will get appropriate care, Miller said he wants to leave the trees to the long-term care of the Wood Land Lakes RC&D Land Trust and Trees for Goshen.

**Miller** said that in order to subdivide the current property and leave behind the land for a tree conservancy now requires a higher drainage plan requirement than when the land was acquired. He said that the land can handle the current stormwater on site, a drainage plan was not necessary and he requested a waiver.

**City Director of Public Works & Utilities Dustin Sailor** said he has been involved in a review of this proposed two-parcel subdivision. He said he cannot state that it meets the City's drainage policy, adding that the parcels cannot meet the requirement to hold a three-inch rainfall on the property.

**Sailor** said the City Engineering Department doesn't necessarily want to block the proposed subdivision plat and there is no record of drainage issues on the parcels. However, he said that the developed portion of the property doesn't have adequate stormwater drainage and any further development on that site would either have to be denied or another exemption would have to be granted.

In response to questions from **Board member Landis**, **Sailor** confirmed that **Miller** is proposing to use the new parcel as a permanent tree preserve. He also commented on the current drainage on the property and what could be done on the adjoining parcel to improve the drainage.

**Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience**, said he was in a tricky position because he respects the City's stormwater requirements but also is an advocate for more tree planting. He said more trees and better stormwater control are often compatible. He added that this was a unique situation.

**Andrea Milne, an urban planner with Abonmarche Goshen**, said **Miller** is not requesting any land improvements but only wants to subdivide the land. She said no changes will be made to the property. She added that the parcels have not had any past drainage issues.

In response to a question from **Board member Landis**, **Sailor** said the wooded portion of the property helps with drainage, but the developed portion is of concern because it doesn't meet drainage requirements.



**Board member Landis** asked if a condition for approval be placed absolving the City of responsibility if there are future drainage issues on the parcels. **City Attorney Bodie Stegelmann** said it wouldn't hurt to include that provision that the City will take no responsibility if there are future drainage issues on the developed parcel.

**Board member Swartley** said she liked the idea of indemnifying the City if there are future drainage issues. **Sailor** said a record of the Board's action would be kept in the City's records.

**Nichols/Myers made a motion to approve the waiver of the City's Subdivision Drainage requirements, also known as Ordinance No. 3196, Section 512 of the Goshen Subdivision Control Ordinance, conditioned that if this property ever has any stormwater drainage issues that the City has no responsibility for repairs or cleaning up the problem. Motion passed 4-0.**

**6) Legal Department request: Approve and authorize the Mayor to execute agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan at a cost of \$40,000**

**City Attorney Bodie Stegelmann** recommended that the Board approve and authorize Mayor Leichty to execute the agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan. He said the contractor would be paid \$40,000 for this service.

**Aaron Sawatsky Kingsley, Director of the City Department of Environmental Resilience,** said the City needs to develop a required flood response plan, which will be part of the City's larger flood plan which was passed two years ago. He said the goal is to prepare for future flooding.

**Board member Landis** asked who has established the criteria of what the plan will include. **Sawatsky Kingsley** said the City will be using a template that Christopher B. Burke and Associates has developed and has been used by other communities. He said the City was feeling confident with the criteria that have been established.

**Board member Landis** asked if the plan was for internal use or was being developed for an outside organization.

**Sawatsky Kingsley** said the plan was primarily for internal use to respond to flooding. He added that the plan would likely be updated at some point.

**According to Burke's scope of service agreement, the consultant will provide:**

**Task 1- Flood Depth Mapping:** Burke will review existing flood depth maps for major waterways including Elkhart River, Rock Run Creek, Horn Ditch, and Leedy Ditch. Burke will also prepare flood depth maps for the 10% and 0.2% AEP events along Rock Run, which are currently missing. This information will be used to identify the depth of flooding to roads and structures for various flood frequencies, as well as identify flood-safe routes to evacuate impacted areas of the City. Burke will develop an ArcGIS Online (AGOL) application to make these maps available on the City's flood fight team and support the decision-making process in the flood response plan. The deliverable for this task will be developing and helping the City GIS manager host the GIS shapefiles and AGOL application associated with the flood response plan on the City's GIS platform. Burke will also work closely and review the processes step by step with the City GIS manager so that the information may be maintained and updated in the future directly by the City GIS manager.

**Task 2 - Prepare Flood Response Plan:** Burke will assist the City to assemble a flood fight team to guide the development of the flood response plan. This team typically consists of the flood response plan coordinator, floodplain administrator, GIS, streets, public safety, engineer, public information officer, mayor and county emergency management. Burke anticipates two meetings with the flood fight team during the planning process to collaborate with and obtain input and feedback as the plan is being developed.

**Burke will prepare a flood response plan that includes:**

- Guidance on event detection, event level determination, and estimating the expected extent and severity of flooding
- Flood event notification charts and protocols
- Discussion and reference to flood impacted areas and road closures for various flood frequencies (Task 1)



- Discussion and reference to flood-safe routes (Task 1)
- Guidance on specific response actions with regards to monitoring data and conditions, conducting warning and evacuations, and recording observation and actions
- Guidance on termination of flood fight and follow-up responsibilities
- Guidance on post-flood damage assessment and data collection protocols

The deliverable will be a flood response plan in a Smart PDF format to allow the flood fight team to easily navigate active links within the plan. This format allows for paper printing as well.

**Task 3 - Tabletop Exercise:** Burke will meet with the flood fight team and conduct a mock flood tabletop exercise to thoroughly review each step of the flood response plan. The deliverable for this task will be the facilitator notes and exercise summary.

**Services by Burke for this project will be provided within nine months following the notice to proceed.**

**Cost: The total fee for completing this project shall not exceed \$40,000.**

**Nichols/Myers moved to approve and authorize Mayor Leichty to execute the agreement with Christopher B. Burke and Associates (CBB) for professional services for the preparation of the City of Goshen's Flood Response Plan at a cost of \$40,000. Motion passed 4-0.**

**7) Legal Department request: Approve and authorize the Mayor to execute the agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen in the amount of \$200,000**

**City Attorney Bodie Stegelmann** told the Board that the City of Goshen applied for an Energy Efficiency and Conservation Block Grant for the insulation in the City's Annex Building. The grant funds would be used to complete the insulation retrofit to the roof to aid in the long-term maintenance, reduction in energy consumption and expenses, and lower emissions while maintaining the historic character of the building.

The project will be comprised of two components: (Project 1) the upgrading of the tile roof, and (Project 2) the upgrading of the low sloping roof. For purposes of performance and financial reporting to the U.S. Department of Energy, Project 1 will be captured under the EECBG program, and Project 2 will be accounted for under the Infrastructure Investment and Jobs Act (IIJA) State Energy Program (SEP) program.

**Stegelmann** said the City of Goshen has now been awarded \$200,000 in grant funding pursuant to that application. An agreement was attached to the agenda meeting packet for the Board's approval and authorization for the Mayor to execute electronically as required by the State of Indiana is an agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen.

**City Director of Public Works & Utilities Dustin Sailor** said the City received the maximum possible through the grant program.

**Nichols/Myers moved to approve and authorize the Mayor to execute the agreement with the Indiana Office of Energy Development for the Energy Efficiency and Conservation Block Grant awarded to the City of Goshen in the amount of \$200,000. Motion passed 4-0.**

**8) Legal Department request: Approve and authorize the Mayor to execute the agreement with Vander Wey and Sons Masons, for brick repair to the Digester Building #1 at the Waste Water Treatment Plant for \$10,321**

**City Attorney Bodie Stegelmann** told the Board that attached to the meeting packet was an agreement for the Board's approval with Vander Wey and Sons Masons for brick repair to the Digester Building #1 at the Waste Water Treatment Plant. **Stegelmann** said Vander Wey and Sons will be paid a flat sum of \$10,321 for this project and all work will be completed on or before August 31, 2024.

Under the agreement, the contractor shall provide the City with all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to repair the Waste Water Treatment Plant Digester Building #1. The contractor's duties under this agreement include:



- a) Removal of an area of brick approximately 26 feet long x 11 foot high.
- b) Lay in new brick and mortar using metal strap anchors (wall ties attached with tapcons) 16" on center and every 16" in height.
- c) Wash down and seal.
- d) Clear area daily of any material or debris

**Nichols/Myers moved to approve and authorize Mayor Leichty to execute the agreement with Vander Wey and Sons Masons, for brick repair to the Digester Building #1 at the Waste Water Treatment Plant at a sum of \$10,321. Motion passed 4-0.**

**9) Legal Department request: Award the bid for cleaning services of the City Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter and approve and authorize the Mayor to execute the agreement with services to start May 29, 2024 at an estimated annual cost of \$25,740** City Attorney Bodie Stegelmann told the Board that the City solicited quotes for cleaning services of the Police and Courts Building in accordance with Indiana Code § 5-22-8-3. All quotes were due on April 11, 2024.

**A summary of the quote received is as follows:**

<b>Company</b>	<b>Total weekly cost</b>	<b>Total monthly cost</b>	<b>Total annual cost</b>
Cathy's Cleaning	\$495	\$2,145	\$25,740

**Stegelmann** recommended that the City award the bid for cleaning services of the City's Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter. He further recommended that the Board approve and authorize Mayor Leichty to execute an agreement with Cathy's Cleaning Service for cleaning of City's Police and Courts Building with services to start May 29, 2024, at an estimated annual cost of \$25,740.

**Stegelmann** submitted to the Board an amended copy of the agreement (**EXHIBIT #1**), which he stated added a section, "4. Confidentiality," stating that the service provider's staff may gain access to confidential information or sensitive materials which shall not be disclosed to the public.

In response to a question from **Board member Landis**, **Stegelmann** said the cleaning hours, which were developed in consultation with the Police Department, will be when staff is present but not during the busiest periods.

**Nichols/Myers moved to award the bid for cleaning services of the City's Police and Courts Building to Cathy's Cleaning Service as the lowest responsive and responsible quoter and approve and authorize Mayor Leichty to execute the agreement with Cathy's Cleaning Service for cleaning of City's Police and Courts Building with services, to start May 29, 2024, at an estimated annual cost of \$25,740. Motion passed 4-0.**

**10) Legal Department request: Amendment No. 2 to Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC**

**Shannon Marks, the Legal Compliance Administrator for the City Legal Department**, requested approval of Amendment No. 2 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC.

**Marks** said Borden has requested to increase the unit rate of \$14.96 per month for services to each eligible residence by 3.4% with the adjusted rate effective for services provided retroactive to April 1, 2024. Under the City's agreement with Borden, the monthly compensation is based on the adjusted rate \$15.47 per month for services to each eligible residence, multiplied by the agreed eligible residence count of 10,992 eligible residences.

**Marks** said the amendment for the price adjustment is provided for and consistent with the contract executed in September 2022 for the combined services of residential solid waste collection and disposal with waste cart; recyclable materials collection and disposal with recycle cart; downtown public trash receptacles solid waste collection and disposal; and City buildings and facilities solid waste and recyclable materials collection and disposal. Under the contact, beginning April 1, 2024, upon request of either party, the contract rates could be adjusted based on the Consumer Price Index in accordance with Section 5. A price adjustment may be made no more frequently than once every April 1st and shall be made in writing and signed by both parties.



**Nichols/Myers moved to approve and execute Amendment No. 2 to the Contract for Solid Waste Collection Services with Borden Waste Away Service, LLC. Motion passed 4-0.**

**11) Legal Department request: Approve the Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc., as presented, and authorize the Mayor to execute the agreement**

**Assistant City Attorney Don Shuler** told the Board that attached to the meeting packet was an Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc.

**Shuler** said the agreement provides to the Elkhart County Fair exclusive ingress and egress from Brinkley Way West for vehicular and pedestrian traffic between 6 p.m. and 11 p.m. during the evenings of the County Fair each summer. The purpose of the agreement is to provide access from the Fairgrounds south to County Road 36 as previous access was removed as the result of various projects along College Avenue/County Road 36.

**Shuler** said Fair officials will need to inform the City of the Fair dates by March 1 each year. He added that the agreement will continue unless a change is necessary due to safety reasons. Signage will be placed at the site.

**Nichols/Myers moved to approve the Exclusive Ingress/Egress Agreement with the Elkhart County 4-H Fair and Agricultural Exposition, Inc., as presented, and authorize the Mayor to execute the agreement. Motion passed 4-0.**

**12) Legal Department request: Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission for 20 feet of right-of-way at 65693 State Road 15, and authorize the Mayor to execute the acceptance**

**Assistant City Attorney Don Shuler** recommended the Board accept the Deed of Dedication from the Goshen Redevelopment Commission for twenty (20) feet of right-of-way at 65693 State Road 15 in Goshen.

**Shuler** said a drawing attached as Exhibit B to the Deed of Dedication depicted the public right-of-way area. Following the acceptance and recording of the Deed, the Goshen Redevelopment Commission will be issuing a Request for Proposals for the sale of the real estate at 65693 State Road 15. Shuler said the purpose of the Deed of Dedication is to secure right-of-way in case of any further expansion of State Road 15.

**Nichols/Myers moved to accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission and authorize the Mayor to execute the acceptance. Motion passed 4-0.**

**13) Legal Department request: Accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission for 20 feet of right-of-way at 65719 State Road 15, and authorize the Mayor to execute the acceptance**

**Assistant City Attorney Don Shuler** recommended that the Board accept the attached Deed of Dedication from the Goshen Redevelopment Commission for twenty (20) feet of right-of-way at 65719 State Road 15 in Goshen.

**Shuler** said a drawing attached as Exhibit B to the Deed of Dedication depicts the public right-of-way area. Following the acceptance and recording of the Deed, the Goshen Redevelopment Commission will be issuing a Request for Proposals for the sale of the real estate at 65719 State Road 15. Shuler said the purpose of the Deed of Dedication is to secure right-of-way in case of any further expansion of State Road 15.

**Nichols/Myers moved to accept the Deed of Dedication for public right-of-way from the Goshen Redevelopment Commission and authorize the Mayor to execute the acceptance Motion passed 4-0.**

**14) Legal Department request: Approve an amended agreement with Cripe Design LLC for a Building Renovation/Expansion Study, to include a Fire Department Administration Facility, at a total additional cost not to exceed \$5,000**





**City Attorney Bodie Stegelmann** told the Board that the City entered into a prior agreement with Cripe Design LLC for the study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall.

**Stegelmann** said the existing agreement was approved by the Board on March 14, 2024. He said the City now wishes to amend the agreement to include a study of a Fire Department Administration Facility. Compensation for this amended scope of duties will be billed at the rate of \$150 per hour, with a total not to exceed \$5,000.

**Board member Landis** said he thought the Board previously approved an administrative facility for the Fire Department. **Stegelmann** said a new fire station is being proposed in South Goshen. **City Assistant Chief of Operations Anthony Powel** said several locations have been proposed for an administrative facility, but it hasn't been formally proposed.

**Nichols/Myers to approve an amendment to the Agreement with Cripe Design LLC to include a Fire Department Administration Facility to a study of potential use and renovation of the City Police/Courts Building, the Goshen Chamber of Commerce building, the Goshen News building located on 5th Street, and City Hall. Compensation for this amended scope of duties will be billed at the rate of \$150 per hour with a total not to exceed \$5,000. Motion passed 4-0.**

**15) Legal Department request: Approve and authorize Chief Jose Miller to sign the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives**

**City Attorney Bodie Stegelmann** told the Board that the City Police Department wants to enter into a Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives ("ATF").

**Stegelmann** said that pursuant to the proposed Memorandum of Understanding, the Police Department would assign an officer to the ATF Project Disarm Task Force. The Task Force will investigate firearms trafficking, investigate firearms related violent crime, gather and report intelligence data relating to trafficking in firearms, and conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution.

**Stegelmann** said the officer assigned to the task force would remain an employee of the City of Goshen. No monetary payment is guaranteed, but there is the possibility of reimbursement of overtime worked.

**Board member Landis** asked if Goshen was asked by the ATF to assign an officer to the task force or if the Police Department was taking advantage of an opportunity. **City Police Chief José Miller** said it was "a little of both." He said Goshen's undercover and drug task force officers often work with the ATF and federal Drug Enforcement Administration officers. He said local officers have served on the task forces, aiding in collaboration. He said if joint investigations turn into federal prosecutions, the overtime hours worked by the Goshen officer would be reimbursed.

**Clerk-Treasurer Aguirre** asked what role the ATF might have had in the investigation of the non-officer involved fatal shooting of two residents at a Goshen home on May 22. **Chief Miller** said the ATF could potentially assist in the investigation depending on whether the case was prosecuted on the federal vs. state level. He added that the Goshen officer will mostly serve as a liaison to the ATF and not as a full-time assigned member.

**Nichols/Myers moved to approve, and authorize Chief Jose Miller to sign, the Memorandum of Understanding with the Bureau of Alcohol, Tobacco, Firearms and Explosives. Motion passed 4-0.**

**16) Environmental Resilience Department request: To facilitate the Goshen Women's Ride, approve the closure of traffic in the middle section of the public parking lot located in the 300 block of West Washington Street, 11 a.m.-4 p.m. on June 2, 2024, and close five parking spaces along the 100 block of East Washington Street, from 10 a.m.-3 p.m., also on June 2**

**Alexa Kennel, an AmeriCorps volunteer with the Environmental Resilience Department,** said the Environmental Resilience Department will be coordinating the Goshen Women's Ride on June 2, 2024 at 2 p.m.



**Kennel** requested that the middle section of the public parking lot located at the 300 block of West Washington Street be closed to traffic from 11 a.m. to 4 p.m. on June 2. She also requested that five parking spaces along the 100 block of East Washington Street be closed off from 10 a.m. to 3 p.m.

**Kennel** said participants will ride down Washington Street to downtown Goshen from the parking lot. This ride features four stops where artists will showcase their work.

Organizers said women make up less than 30% of those who ride bicycles, and concern for safety is a leading reason why. The Goshen Women's Ride will offer a safe, casual event for those who want to ride but have been hesitant in the past.

**Kennel** added that a police officer has been requested to help bicyclists cross Third Street.

**Nichols/Myers made a motion to approve the closure of the middle section of the public parking lot located at the 300 block of West Washington Street from 11 a.m. to 4 p.m. on June 2 as well as the closure of five parking spaces along the 100 block of East Washington Street from 10 a.m. to 3 p.m. contingent on traffic control coordination with the Police Department. Motion passed 4-0.**

**17) Engineering Department request: Approve the temporary removal of the "No Truck" designation on Blackport Drive, effective immediately, until no later than Oct. 31, 2024**

**City Director of Public Works & Utilities Dustin Sailor** said that earlier this year the Board approved a contract with Niblock Excavating to work on the Stuey Avenue and Lincoln Avenue Reconstruction Project.

**Sailor** said during previous work on Lincoln Avenue traffic control issues have developed because Blackport Drive is listed as a "No Truck" route. In anticipation of the June closure of East Lincoln Avenue, the City Engineering Department was requesting that the "No Truck" designation on Blackport Drive be temporarily removed while the project's traffic control measures are in place.

**Sailor** said this temporary lifting of the "No Truck" designation would take effect immediately and would be rescinded upon removal of the contractor's traffic control measures, tentatively scheduled for Oct. 31, 2024.

**Nichols/Myers moved to approve the temporary removal of the "No Truck" designation on Blackport Drive, effective immediately, until no later than Oct. 31, 2024. Motion passed 4-0.**

**18) Engineering Department request: Approve the Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts and authorize the Mayor to sign the certification**

**City Director of Public Works & Utilities Dustin Sailor** told the Board that the City of Goshen is required to submit an Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts (SBOA) by June 1 following the operational report year through the Local Technical Assistance Program (LTAP) at Purdue.

**Sailor** said a completed Annual Operational Report has been prepared by the Clerk-Treasurer's Office and Street Department and is attached. The final page of the report is a certification required to be signed by the City Engineer, the Street Commissioner, and the Mayor. The Board of Works and Safety is requested to approve the Annual Operational Report and authorize the Mayor to sign the certification.

**Nichols/Myers moved to approve the Annual Operational Report for Local Roads and Streets and Bridges to the State Board of Accounts and authorize the Mayor to sign the certification. Motion passed 4-0.**

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

**Acting Chair Landis** opened Privilege of the Floor at 5:14 p.m. There were no public comments.

**At 5:14 p.m., Acting Chair Landis recessed the Board of Works meeting and opened public hearings to consider updates on Orders of the City of Goshen Building Commissioner for two Goshen properties.**



**CITY BOARD OF PUBLIC WORKS & SAFETY PUBLIC HEARINGS:**

**4:00 p.m., May 23, 2024**

**Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana**

**Members: Mike Landis, Orv Myers, Barb Swartley and Mary Nichols (Mayor Leichy was absent)**

**19) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner)**

**At 5:15 p.m., Acting Chair Landis convened a hearing to review the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).**

**BACKGROUND:**

In a May 17, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board held an unsafe building hearing for this property on Feb. 8, 2024.

**The Feb. 8 hearing was prompted by a Nov. 3, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 208 Queen Street, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.**

**Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:**

- 1. The heating and mechanical system at the residential structure is inoperable, a violation of Section 6.3.1.1.(a).**
- 2. The plumbing system at the residential structure is inoperable, a violation of Section 6.3.1.1.(a).**
- 3. The electrical system at the residential structure is inoperable, a violation of Section 6.3.1.1.(a).** The electrical panel has been tampered with and there are areas inside the structure with exposed and damaged electrical wires.
- 4. The residential structure is vacant and not secured, a violation of Section 6.3.1.1.(ff).** The structure has no doors on its exterior, permitting unauthorized access by people and animals.
- 5. The windows have not been kept in good repair and are not weather tight and rodent proof, a violation of Section 6.3.1.1.(d).** All windows have been broken and there is broken glass throughout the residential structure.
- 6. The ceilings have not been kept in good repair, a violation of Section 6.3.1.1.(b).** Areas of the ceiling have collapsed.
- 7. The walls have not been kept in good repair, a violation of Section 6.3.1.1.(b).** Areas of the walls have collapsed, other walls have holes all the way to the outside exposing the structure to weather damage and rodents entering the property.
- 8. The floors have not been kept in good repair, a violation of Section 6.3.1.1.(b).** There are areas of the floor that have begun to collapse and are not able to support the proper load required.
- 9. The residential structure has not been kept weather tight, making the foundation system incapable of supporting all nominal loads, a violation of Section 6.3.1.1.(b).** The structural members of the structure have been damaged by weather to the extent that it has compromised the structural integrity of the structure.
- 10. The residential structure is in likely to partially or completely collapse as a result of deterioration, a violation of Section 6.3.1.1.(r).** The floors, walls, and ceilings are detached from each other. The house is leaning and in danger of total collapse.
- 11. Portions of the residential structure are likely to fail and collapse, a violation of Section 6.3.1.1.(p).** There are severe cracks in the walls, ceiling, and floors as they have detached from each other. The entire house is beginning to sag. Several portions of the house have begun to collapse due to consistent exposure to weather; structural members have become water damaged to the extent they have lost their structural integrity.



**Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)(1), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.**

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the **Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.**

Before the Feb. 8 meeting began, **City Building Inspector Travis Eash** distributed to Board members a 15-page memorandum and report, dated Feb 8, 2024, about **208 Queen Street**, which included photographs of the property showing its condition as of an Oct. 18, 2023 inspection. The memorandum documented alleged code violations and the poor condition of the home that Eash wrote made it “uninhabitable and unsafe.”

**The Board conducted a hearing on the property on Feb. 8, 2024 and heard testimony from City Inspector Travis Eash, Leopoldo Mendoza, the new property owner and Craig B. Blough, a licensed real estate broker and auctioneer for Bartel & Company.**

**At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 208 Queen Street as the Board’s findings, that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.**

**At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. Leopoldo Mendoza** said he: removed interior walls; cleaned the property inside and outside, repaired all doors and secured the premises to prevent the entry of animals or insects and he was in the process of obtaining a remodeling permit from the City.

**City Building Inspector Travis Eash** said **Mendoza’s** purchase of the property closed on March 11, which took longer than anticipated. He said Mendoza has submitted his plans to the City Planning Department for review. Eash said Mendoza was requesting a gravel driveway, which first would need to be approved by the Board of Works and Safety. Eash added that Mendoza was not to blame for delays and he expected to see progress on the home soon. **The Board continued the hearing to May 9, 2024. It was later continued to May 23, 2024.**

**Shuler wrote that the purpose of the Board’s May 23 hearing was to determine if there had been reasonable attempts to comply with the Board’s Feb. 8, 2024 Order.**

**Shuler wrote that depending on the Board’s findings, it could take the following actions on May 23:**

- If the Board finds there has been substantial progress made, the Board could do either of the following:
  - o Issue no new order but continue the hearing until a later date; or
  - o Issue an order requiring repairs to be fully completed by a certain date, with a review hearing; or
  - o Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- If the Board finds there has not been substantial progress made and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
  - o If the Board issues a civil penalty, it may hold the fine in abeyance and set a date for the property to complete repairs/make progress to avoid entry of the penalty.



**DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON MAY 23, 2024:**

**Acting Chair Landis** opened the hearing to review the progress on the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).

**Present for the hearing were:** Board members Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; and Leopoldo Mendoza, the property owner.

**Assistant City Attorney Don Shuler** discussed the background of the property and explained the reason for today's hearing. He said a representative of the City Building Department and the property owner would provide updates.

**City Building Inspector Eash** distributed to the Board a one-page memorandum, dated May 23, 2024, about the status of 208 Queen Street and his three-page inspection report for the property, dated Oct. 19, 2023 (**EXHIBIT #2**). Reading from the memo, **Eash** said "This property originally came to the Board of Works on Feb. 8, 2024, just a couple weeks after the new owner purchased the property at an auction. At that time the new owner was ordered to make repairs or demolish.

"Since the purchase of the property, the new owner has run into a couple of issues, one being needing approval for a driveway before he was able to pull permits and get started on any work. That has since been done. The house also was posted in 2017 as unfit for human habitation by the Elkhart County Health Department and the new owner wanted to make sure the house was clear from that before he really dug into work. Our office received a copy of report stating that it's clear."

**Eash** continued, "Since that time the owner has pulled window, remodel and roof permits, the house is secure and the owner is actively working on the property nearly every day and seems to be motivated to get this property into a habitable state now that he feels free to do so. The owner still needs to have his sub-contractors pull their permits before starting their work.

**Eash** concluded, "Though the owner didn't make the 90-day deadline, there is more work being done on this property now than there has been in the last 10 years. The new owner is acting in good faith and is progressing and with all of the circumstances being considered, the Building Department's recommendation is to allow an additional 90 days to complete all repairs and pass all required inspections including a final inspection."

**Leo Mendoza** was present but said he didn't need to speak.

**Board member Landis** said the Board was happy about the progress made on the property.

**Eash** said the only necessary Board action was to set the date of another hearing in 90 days to assess the progress on the property so the property owner could be present.

**City Attorney Stegelmann** said scheduling a review hearing in 90 days would mean the hearing should be Aug. 22.

**Assistant City Attorney Shuler** suggested setting the hearing a little later to allow time for another City building inspection before the update hearing.

**Stegelmann** suggested ordering the repairs to be completed by Aug. 22 and scheduling a Sept. 5 review hearing.

**Clerk-Treasurer Aguirre** asked if it wouldn't make sense for the Board to change its prior demolition order to a repair order along with ordering a final review hearing in 90 days as it did two weeks ago for two similar properties.

**Shuler** said that would depend on the progress made on repairs of this property. **Eash** said the City Building Department didn't feel comfortable taking that step until more progress was made on the home.

**Nichols/Myers** made a motion ordering that all repairs on 208 Queen Street be completed in 90 days, by Aug. 22, 2024, and that a review hearing be held on Sept. 5, 2024. The motion passed 4-0.





**20) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner)**

**At 5:14 p.m., Acting Chair Landis convened a hearing to review the progress on the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).**

**BACKGROUND:**

In a May 17, 2024 memorandum to the Board, **Assistant City Attorney Don Shuler** wrote that the Board held an unsafe building hearing for this property on Feb. 8, 2024.

**The Feb. 8 hearing was prompted by a Nov. 3, 2023 Order by City of Goshen Building Commissioner Myron Grise. In the order, Grise notified Ronald E. Davidhizar, at that time the owner of 321 West Oakridge Avenue, that he was in violation of the City of Goshen Neighborhood Preservation Ordinance, codified in Goshen City Code § 6.3.1. The order was based on an Oct. 18, 2023 City inspection.**

**Building Commissioner Grise identified the following City Code violations in his Nov. 3, 2023 Order:**

- 1. The heating and mechanical system at the residential structure is inoperable**, a violation of Section 6.3. 1. l(a). The heating system does not work. The duct work has not been properly maintained, is not connected property, and has rusted out. The water heater gas line has been cut and removed and is in an overall state of disrepair.
- 2. The structural members within the residential structure have not been properly maintained to support all live and dead loads**, a violation of Section 6.3.1.1 (1). Multiple floor beams have completely failed and/ or show signs of significant decay, and therefore not able to support the required load.
- 3. The foundation is not weather tight, rodent proof, has not been kept in good repair**, is not free from open cracks and breaks, and is not capable of supporting nominal loads, a violation of Section 6.3.1. l(b). Multiple areas of the foundation have cracks and holes and show signs of beginning to fail.
- 4. The ceilings have not been kept in good repair**, a violation of Section 6.3.1.l(b).Ceilings showing signs of leaking and water damage.
- 5. The walls have not been kept in good repair**, a violation of Section 6.3.1.1 ( b ). Multiple walls have holes.
- 6. The floors have not been kept in good repair**, a violation of Section 6.3.1. l(b). Multiple floors are failing, making it unsafe to walk.
- 7. The electrical system in the residential structure is inoperable**, a violation of Section 6.3.1. l(a). The electrical system does not work, and there is exposed and damaged electrical wiring.
- 8. The roof has not been maintained in good repair**, a violation of sections 6.3.1.l(b) and (c). The roof shingles show signs of decay.
- 9. The windows have not been kept in sound repair**, a violation of Section 6.3.1.1 ( d). There are multiple broken windows throughout the residential structure.
- 10. The residential structure is not secured**, a violation of Section 6.3.1.l(ff).
- 11. A portion of the residential structure is likely to fail**, become detached, dislodged, or collapse, a violation of Section 6.3 .1.l(p). The floor beams have become so decayed that they are unsafe to walk upon. The floors have become detached from the walls, are sinking, and in danger of complete failure. Certain floor beams have completely collapsed due to decay and possible termite damage.
- 12. The residential structure, due to dilapidation, deterioration, and decay, is likely to partially or completely collapse**, a violation of Section 6.3.1. l(r). The Michigan basement coating has multiple cracks and breaks and show signs of failure . The exterior of the stone foundation has significant cracks and holes. The floors have become detached from the walls and are sinking. Floor beams show significant sign of termite damage, with some completely missing. The structural integrity of the floor beams and entire floor system has been compromised due to decay and other damages.



Building Commissioner Grise concluded the property was unsafe within the meaning of Indiana Code § 36-7-9-4(a)( 1 ), (2), (5), and (6). And because of the listed violations, the property was unsafe, a fire hazard, dangerous to person or property, unfit for human habitation, and threatened the “life, health, property and safety of the public.” The property owner was ordered demolish the structure on or before Dec. 6, 2023. The Board of Public Works and Safety needed to conduct the hearing and affirm, rescind, or modify the Building Commissioner’s Order and determine what action to order concerning the property.

Along with hearing evidence, questioning witnesses, reviewing the record and making findings, the Board had the option of affirming the Building Commissioner Order (if it agreed with demolition), rescinding the Order (if property violations had been fixed), or modifying the Order (if it believed that the property could be fixed). It could also postpone the hearing to a future date.

At the Feb. 8 hearing, the Board learned that the home remained in an unsafe condition and warranted demolition. However, the Board also was notified that the home was sold at auction and would soon close with new owners, Gabriel Alvarez, who planned to make extensive repairs.

At the conclusion of the Feb. 8 hearing, the Board passed a motion to adopt the violations listed in the City Building Commissioner’s Order for 321 West Oakridge Avenue as the Board’s findings, find that those violations made the structure an unsafe building, that the general condition of the building warranted demolition, but that the property could be repaired, and that the new owner within 90 days either make substantial progress on the repairs to the unsafe building or demolish the unsafe building and that new owner return to the Board on March 28, 2024 to give an update on what was happening on the building. The motion passed 5-0.

At the March 28, 2024 hearing, the new property owner reported on the progress made to rehabilitate the property. Gabriel Alvarez said he has replaced shingles, windows, doors and joists. He said the wooden floors had been repaired and the damaged walls had been repaired and painted. Alvarez said the remodeling should be completed in two or three weeks and the home would then be ready for final inspections.

City Building Inspector Travis Eash agreed about the progress made so far and said he believed work at the property should be completed in about a month. He said he believed the home will soon be for sale, adding that it has passed all inspections held so far.

The Board continued the hearing to May 9, 2024. It was later continued to May 23, 2024.

Shuler wrote that the purpose of the Board’s May 23 hearing was to determine if there had been reasonable attempts to comply with the Board’s Feb. 8, 2024 Order.

Shuler wrote that depending on the Board’s findings, it could take the following actions on May 23:

- If the Board finds there has been substantial progress made, the Board could do either of the following:
  - o Issue no new order but continue the hearing until a later date; or
  - o Issue an order requiring repairs to be fully completed by a certain date, with a review hearing; or
  - o Issue an order rescinding the prior order and finding the building to no longer be an unsafe building.
- If the Board finds there has not been substantial progress made and there has been a willful failure to comply, the Board may issue a civil penalty up to \$5,000.
  - o If the Board issues a civil penalty, it may hold the fine in abeyance and set a date for the property to complete repairs/make progress to avoid entry of the penalty.

#### **DISCUSSION AND OUTCOME OF BOARD OF PUBLIC WORKS & SAFETY HEARING ON MAY 23, 2024:**

Acting Chair Landis opened the hearing to review the progress on the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).



**Present for the hearing were: Board members Landis, Myers, Nichols and Swartley; City Attorney Bodie Stegelmann; Assistant City Attorney Don Shuler; City Building Inspector Travis Eash; and Gabriel Alvarez, the property owner.**

**Assistant City Attorney Don Shuler** discussed the background of the property and explained the reason for today's hearing. He said a representative of the City Building Department and the property owner would provide updates.

**City Building Inspector Eash** distributed to the Board a one-page memorandum, dated May 23, 2024, about the status of 21 West Oakridge Avenue, his three-page inspection report for the property dated Oct. 20, 2023 and 17 pages of "before and after" color photographs of the property.

Reading from the memo, **Eash** said "This property originally came to the Board of Works on Feb. 8, 2024, just a couple weeks after the new owner purchased the property at an auction. At that time the new owners were ordered to substantially repair the property or demolish within 90 days."

**Eash** continued, "The new owner was able to take possession of the property soon after the auction and wasted no time in getting his permits and getting the work started. I'm happy to say that he has passed all of the required inspections including all electrical, plumbing, HVAC, roof and final inspection.

"The new owner went above and beyond what the City asked for and the building department was very happy with the work that was completed and in a very timely manner. All the work is completed and the house is up for sale by the owner right now.

**Eash** said the owner provided some pictures of before, during and after which were in the Board's meeting packet. The owner was present and added, "We are extremely happy – happy with the work that Gabriel did." He also said Alvarez is helping a person who bought another home at an auction.

**Gabriel Alvarez** said he has completed the remodeling and the home is ready to be sold. He said he provided "before and after" photos.

**Board member Swartley** complimented **Alvarez** on his work. In response to a question from Board member Landis, Alvarez said he has remodeled other homes he has purchased.

**Assistant City Attorney Shuler** said that since the repairs have been completed, he recommended the Board issue an order rescinding the demolition order so the home can now be sold.

**Nichols/Myers made a motion to rescind the prior demolition order with a finding that the property is no longer unsafe. The motion passed 4-0.**

**At 5:27 p.m., Acting Chair Landis closed the public hearings to review the Orders of the City of Goshen Building Commissioner for the two Goshen properties.**

#### **Approval of Civil City and Utility Claims**

**As all matters before the Board of Public Works & Safety were concluded, Chair Landis/Board member Swartley moved to approve Civil City and Utility claims and adjourn the meeting. Motion passed 4-0.**



**Adjournment**

**Acting Chair Landis adjourned the Board of Public Works and Safety meeting at 5:28 p.m.**

**EXHIBIT #1:** *An amended copy of the agreement with Cathy's Cleaning Service for the cleaning of the City's Police and Courts Building. The amendment added a section, "4. Confidentiality," stating that the service provider's staff may gain access to confidential information or sensitive materials which shall not be disclosed to the public. The memo was submitted during consideration of agenda item #9).*

**EXHIBIT #2:** *A May 23, 2024 memorandum written by City Building Inspector Travis Eash about the status of 208 Queen Street and his three-page inspection report for the property dated Oct. 19, 2023. This information was submitted during and for consideration of agenda item 19) Review of the Order of the City of Goshen Building Commissioner for 208 Queen Street (Leopoldo Mendoza, property owner).*

**EXHIBIT #3:** *A May 23, 2024 memorandum written by City Building Inspector Travis Eash about the status of 321 West Oakridge Avenue, his three-page inspection report for the property dated Oct. 20, 2023 and 17 pages of "before and after" color photographs of the property. This information was submitted during and for consideration of agenda item 20) Review of the Order of the City of Goshen Building Commissioner for 321 West Oakridge Avenue (Gabriel Alvarez, property owner).*

**APPROVED:**

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**Mayor Gina Leichty**

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**Mike Landis, Member**



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**Orv Myers, Member**

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**Mary Nichols, Member**

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**Barb Swartley, Member**

**ATTEST:**

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**Richard R. Aguirre, City of Goshen Clerk-Treasurer**





**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: Thursday, May 30, 2024

From: Ryan Adams, Patrol Division Chief

Reference: **Life Saving Award for Officer Jordan Snyder**

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Life Saving actions of Officer Jordan Snyder on April 14th, 2024. The Goshen Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

On Sunday 4/14/2024, Ptl. Jordan Snyder was in his patrol vehicle in the parking lot of the Faith Mission, having transported a homeless person there, when a man ran up to him stating two people were possibly overdosing in a car in the parking lot. Ptl. Snyder immediately got the attention of Faith Mission employees to call for help, and also radioed it in to PSCC. He found two subjects, a male and female, unresponsive in the front of a car, resistant to all attempts to wake them up. Ptl. Snyder retrieved a Narcan applicator from his patrol vehicle and used it on one of the subjects. Ptl. Snyder then took a second Narcan applicator from an arriving EPD officer and gave it to the other subject.

Captain Sullivan from the Elkhart Fire Department advised the Narcan was effective and that one of the subjects was talking by the time medics arrived, and the other was shortly thereafter. Medics did not administer any additional Narcan themselves.

At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.

Ryan Adams #125  
Patrol Division Chief  
Goshen City Police Department

**Telephone: (574) 533-8661**

**Hearing Impaired: (574) 533-1826**

**FAX: (574) 533-1826**



**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: Thursday, May 30, 2024

From: Ryan Adams, Patrol Division Chief

Reference: **Life Saving Award for Officer Maxwell Harmon**

I would like to bring to the attention of the Board of Works and Safety and to the Goshen Community the Life Saving actions of Officer Maxwell Harmon on April 24th, 2024. The Goshen Police Department believes in recognizing officers for their positive actions, with a special focus on outstanding efforts in service to the community and their fellow officers.

On 4/24/2024, officers responded to a serious bodily injury crash at Lincolnway East and College Ave, between a passenger car and a moped. Officer Maxwell Harmon was the first officer on scene and located bystanders tending to the driver of the moped. The driver had an apparent complete fracture to his left femur. A civilian had used a belt as a makeshift tourniquet. Officer Harmon then applied his tourniquet to Ronald's leg.

Captain Kauffman spoke with a Goshen Fire Department Lieutenant, who stated the injury was bleeding severely and the tourniquet "stopped the bleed." He said without its application, the individual "might have bled out."

At this time, I would like to present the Life Saving Award for actions which averted significant injury and/or saved the life of a person.

Ryan Adams #125  
Patrol Division Chief  
Goshen City Police Department  
111 E. Jefferson Street  
Goshen, IN. 46528

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



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Fort Wayne, IN 46825

PH: (260) 494-3223 FAX: (260) 494-3224

# Board of Works Request

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**PREPARED FOR:** City of Goshen Board of Works and Safety

**PREPARED BY:** Andy Bearman / Commonwealth Engineers, Inc.

**DATE:** May 20, 2024

**SUBJECT:** Goshen Schools Baseball & Softball Complex (JN:2024-2003)

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Goshen Community Schools is requesting the approval of an aggregate drive in lieu of a paved surface for the emergency and maintenance vehicle drive to be included in the Baseball & Softball Complex project.

The public vehicle areas will be covered in asphalt pavement. The aggregate drive referenced in this request will be located around the east and south sides of the project site, and it is only intended for emergency vehicles and school district maintenance staff. There will be gates at the north end of the drive and to the south of the baseball field to restrict access. It will be constructed with INDOT #53 crushed limestone – not gravel, and the soil base will be compacted. The soil on this site is sandy and should not deteriorate over time due to moisture. This drive will also be used by construction traffic. So it will be subjected to many repeated heavy traffic loads before the complex will be used. Autodesk Vehicle Tracking shows more than sufficient maneuvering space for a 45' long fire truck. The route has been discussed with, and presented to, Engineering, Planning, and the Fire Department. The route and 20' width are based on their feedback, and this request is based on Technical Review comments. The project meets all planning and zoning requirements.

The reasons for choosing aggregate are cost – both initial installation and long-term maintenance. Weather will deteriorate asphalt pavement faster than vehicle use since the number of axle passes will be very small. Additionally, the aggregate surface reduces the amount of completely impervious surface on the site, which reduces the concentration of runoff and improves infiltration into the sandy soil.

We appreciate your time and consideration.

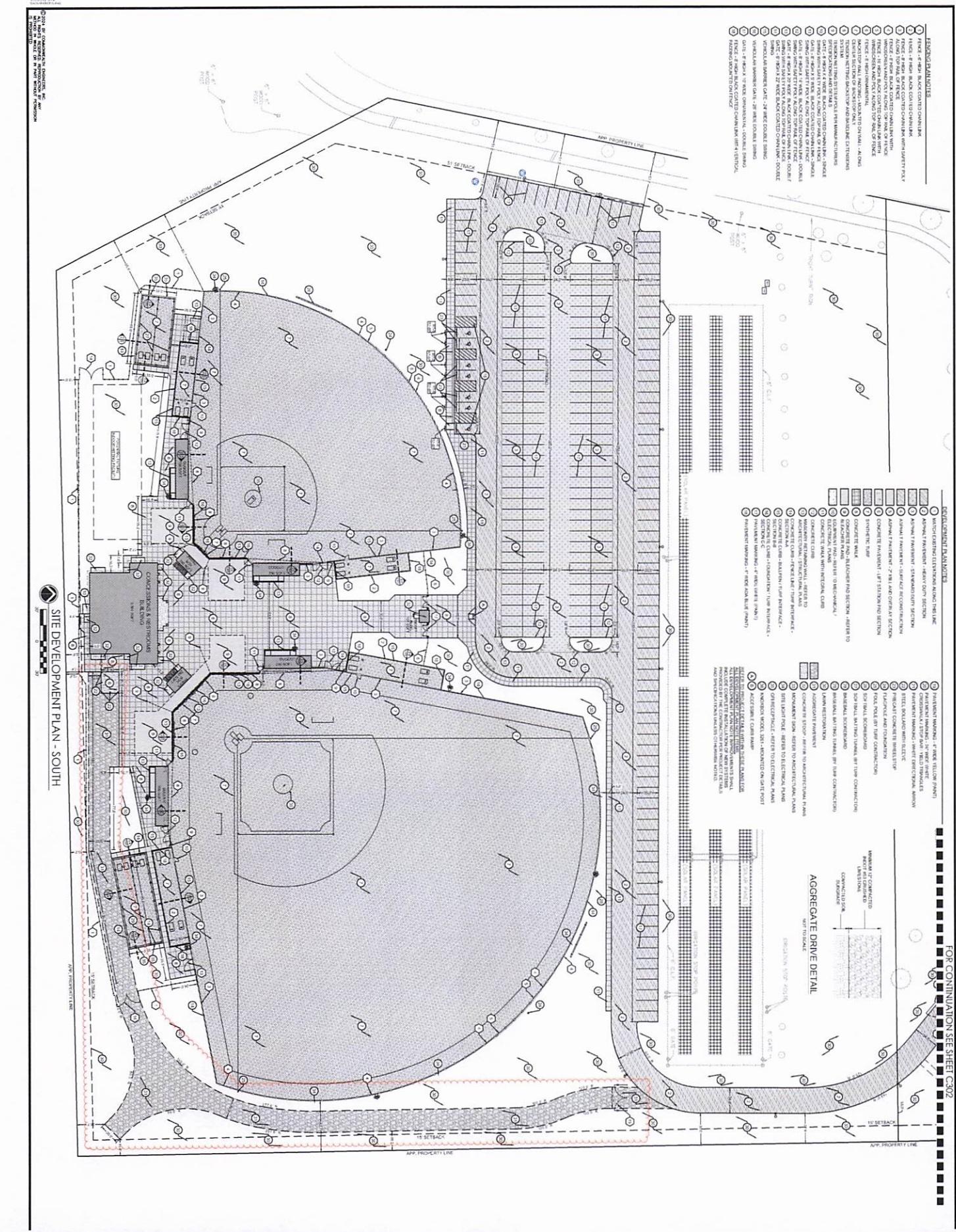
Respectfully yours,

COMMONWEALTH ENGINEERS, INC.

Andrew J. Bearman







- FINISH ELEVATIONS**
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- FOUNDATION NOTES**
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- AGGREGATE DRIVE DETAIL**
- CONCRETE DRIVE
- AGGREGATE DRIVE
- 15' SETBACK

- FOUNDATION NOTES**
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FOR CONTINUATION SEE SHEET C302

**BCV**  
**BARTON COE VILAMAA**  
 ARCHITECTS & ENGINEERS

**WEIGAND**  
 CONSULTING ENGINEERS

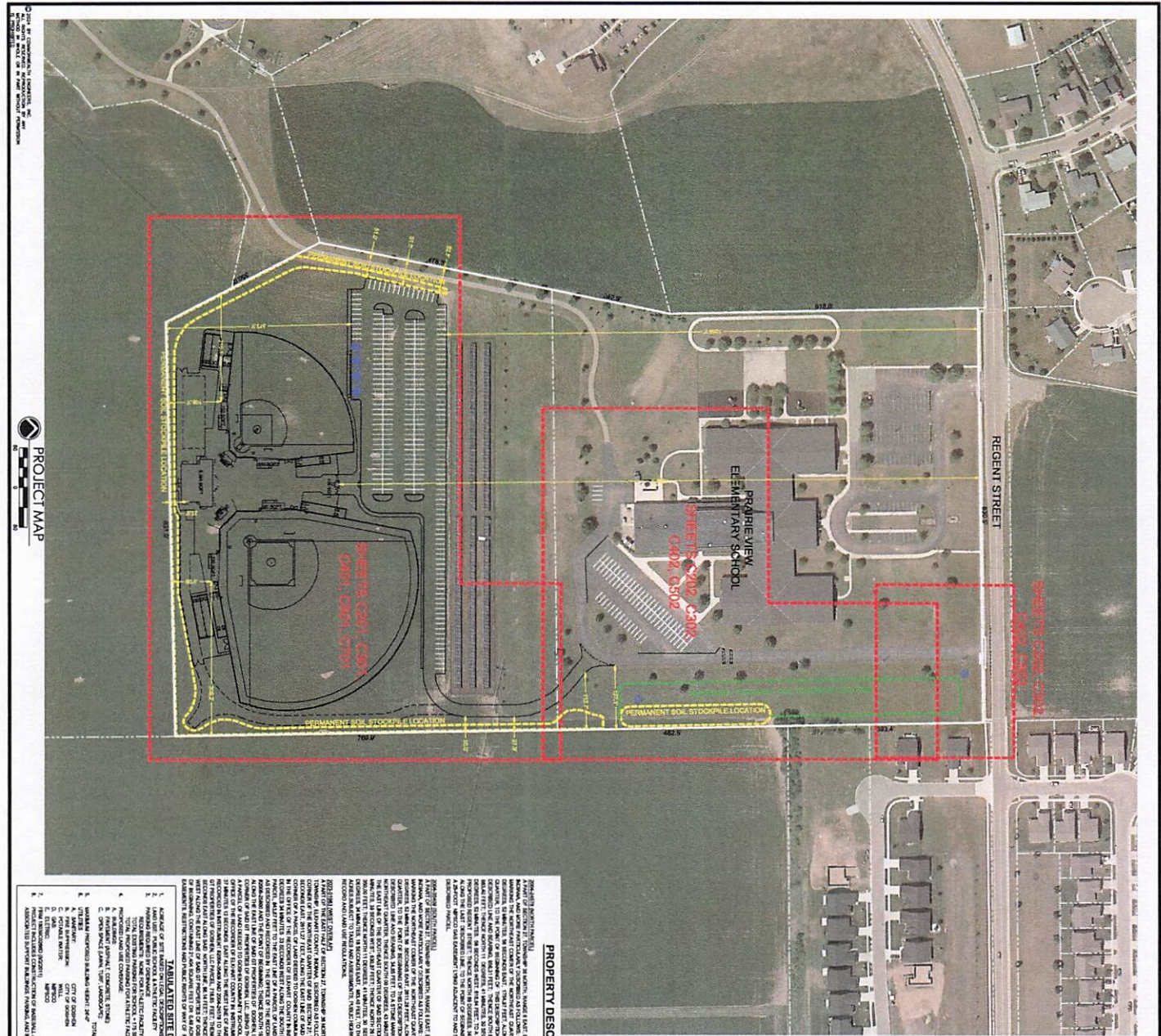
**COMMONWEALTH**  
 ENGINEERS, INC.

**INSURANCE**  
 COMMONWEALTH INSURANCE COMPANY

NEW BASEBALL SOFTBALL COMPLEX  
 GOSHEN COMMUNITY SCHOOLS  
 GOSHEN, INDIANA

DATE: APRIL 11, 2024  
 SCALE: AS SHOWN  
 SHEET: C301





**GENERAL NOTES**

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
2. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
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**EXISTING UTILITY NOTES**

1. THE EXISTING UTILITY INFORMATION SHOWN ON THESE DRAWINGS IS BASED ON THE RECORD DRAWINGS AND FIELD SURVEY DATA.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.
3. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
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**SUBSURFACE CONDITIONS NOTES**

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**PROPERTY DESCRIPTIONS**

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**PROJECT MAP**

**LOCATION MAP**

**GENERAL NOTES & PROJECT MAP**

**C000**

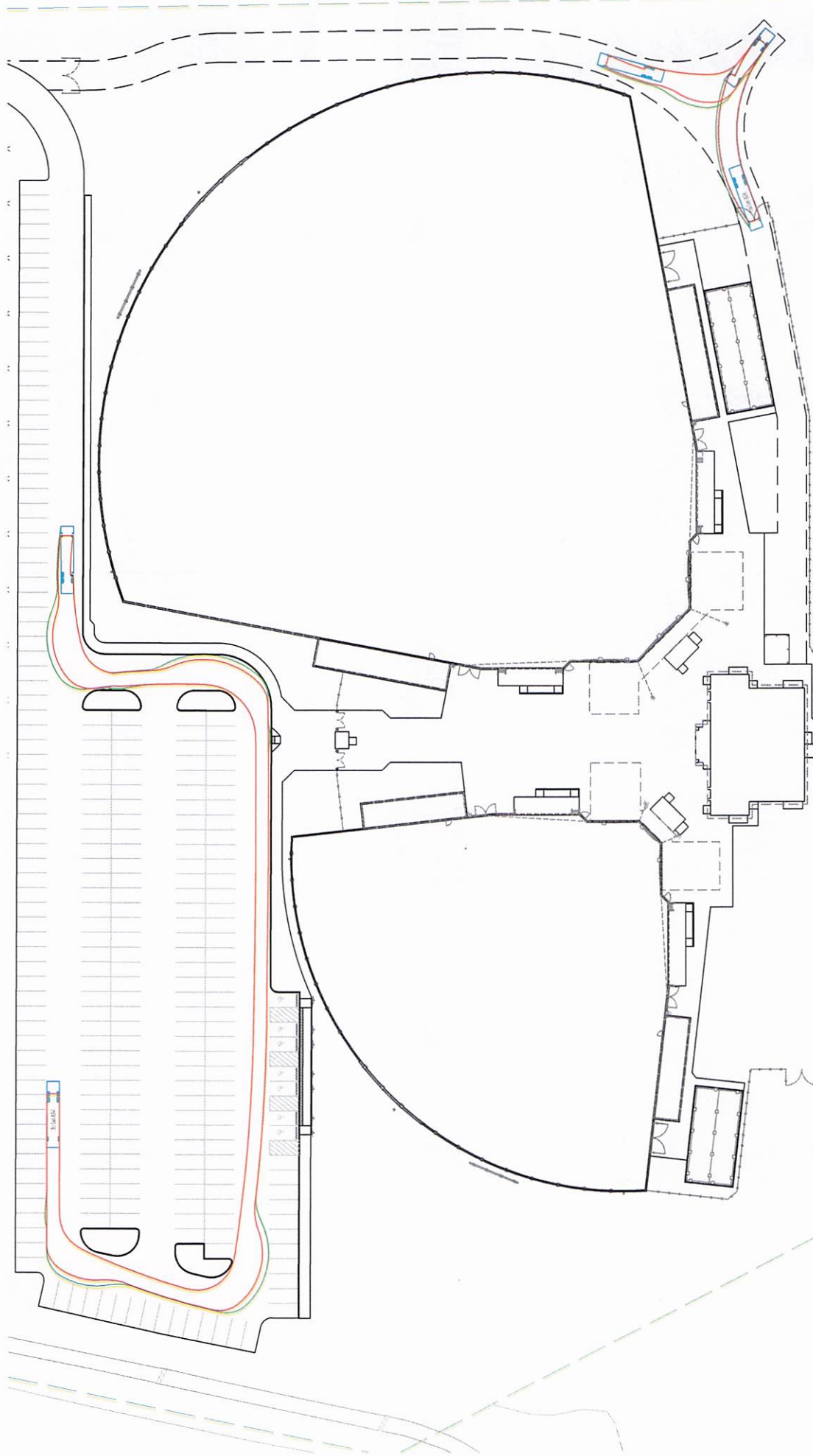
**BCV BARTON COE VILAMAA ARCHITECTS & ENGINEERS**

**WEIGAND CONSTRUCTION**

**COMMONWEALTH**

**NEW BASEBALL SOFTBALL COMPLEX GOSHEN COMMUNITY SCHOOLS GOSHEN COMMUNITY SCHOOLS GOSHEN, INDIANA**





45' TRUCK MOVEMENTS



324 S 5th St. Goshen, IN 46528  
amanda@eyedart.com  
(574) 203-2034 ext. 6

Board of Works Request  
May 20, 2024

Downtown Goshen Inc. is requesting the use of the alleyway next to Goshen Theater (216 S Main) from 1 to 11 pm on June 7, 2024.

1. What parking spaces/streets do you want to close/use?  
Use of the alleyway next to Goshen Theater (216 S Main) from 1 to 11 pm on June 7.
2. Why do you want to close them? What activities will take place?  
Parking for the Steel Wheels trailer during First Fridays.
3. When do you want to start the closure, and when will the closure end?  
1 to 11 pm on June 7, 2024.
4. Are there any affected businesses, and are they supportive of your request to close the parking spaces?  
Goshen Theater has given us permission to use this space.
5. Do you require any barricades from the Street Department to accomplish the closure of your event?  
No.

Thank you for your consideration.

Amanda Rose  
Director of First Fridays  
Eyedart Creative Studios



# St. John the Evangelist Catholic Church

109 West Monroe Street • Goshen, IN 46526 • 574.533.3385

May 24, 2024

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

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

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

Our plans are for our annual Corpus Christi Procession on Sunday, June 2, 2024. 12pm to 2pm. This event allows our parishioners to come together for fellowship, which brings spiritual goodness to our community. The Corpus Christi Procession will be held on the Grounds of St. John the Evangelist Church, and will be processing through Monroe St, taking a left turn onto S. 3<sup>rd</sup> St, all the way down and we will take a right turn on W. Douglas St. and then turn right onto River Race Dr. we will stay on River Race until we get to Monroe St. and then enter our church to finalize the procession. In order to safely allow our parishioners to enjoy the procession; we are requesting the Board's permission to block temporarily W. Monroe St, S. 3<sup>rd</sup> St, and River Race Dr. St., We are expecting around 200 to 300 parishioners for this event.

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

Thank you for your time and consideration.

Sincerely,

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

WEST MADISON STREET

PARKING LOT

ALLEY

PARKING LOT

Chase Bank

Pre-school

School

Parish Center/Gym

St. John the Evangelist  
Catholic Church

WEST MONROE STREET

WEST MONROE STREET  
WEST MONROE STREET

SOUTH THIRD  
AREA TO BE BLOCKED

ST. JOHN'S  
GROTTO

114 W. Monroe St.  
Rectory

GARAGE

ALLEY

SOUTH MAIN

**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526**  
**Corpus Christi Procession — Sunday June 2nd, 2024 At 12pm-1:45pm**



# St. John the Evangelist Catholic Church

109 West Monroe Street • Goshen, IN 46526 • 574.533.3385

May 24, 2024

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

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

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

We are having a farewell celebration for our pastor, Fr. Royce Gregerson on Sunday June 9, 2024 after the 1pm Mass. We would like to block part of W. Monroe St. to have more space for parishioners and for children to be safe when coming in and out of the gym.

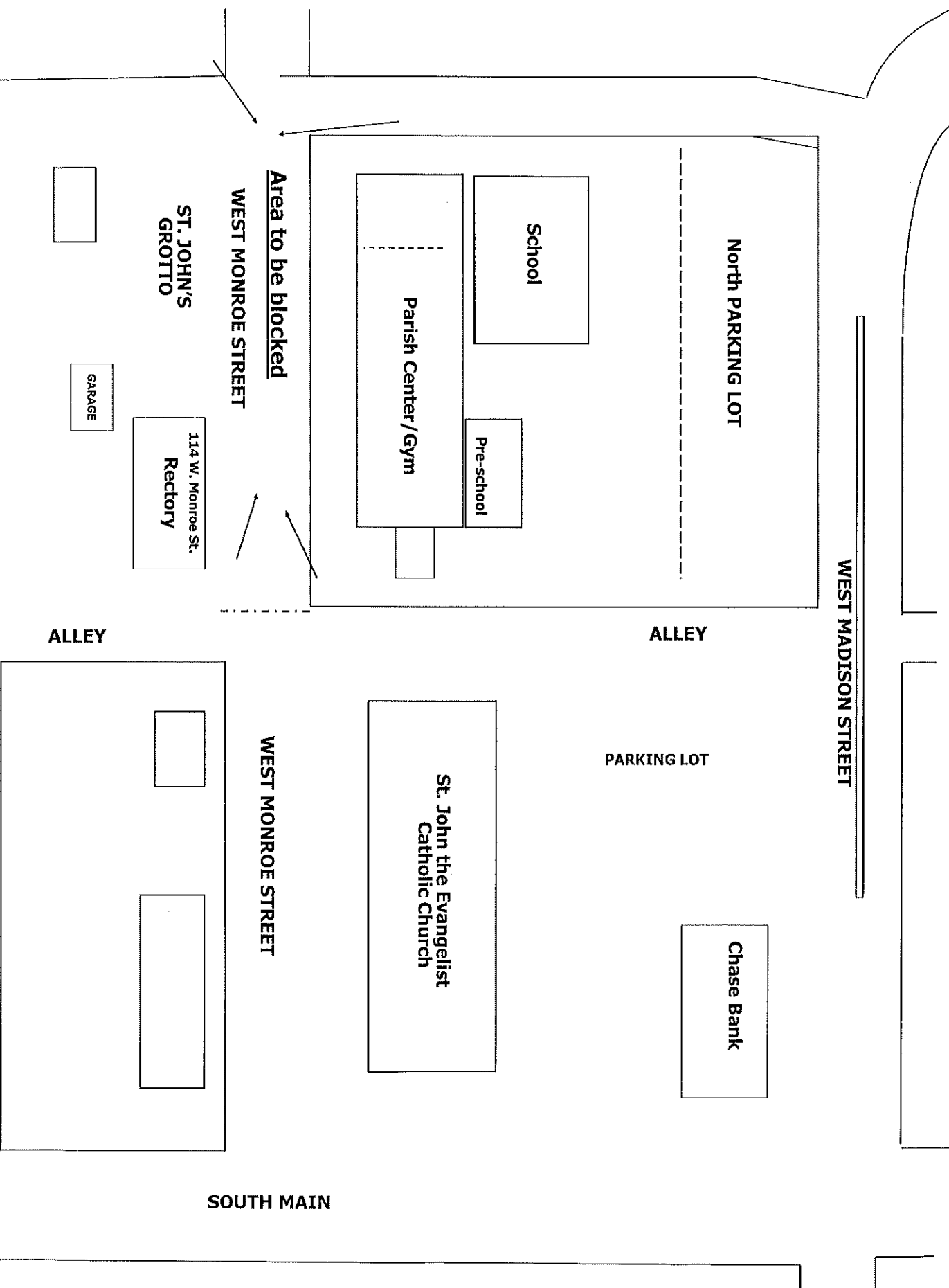
I have included for your convenience a diagram of our parish grounds that indicates the area that we hope to have blocked with the Board's approval.

Thank you for your time and consideration.

Sincerely,

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





WEST MADISON STREET

North PARKING LOT

School

Pre-school

Parish Center/Gym

ALLEY

PARKING LOT

Chase Bank

St. John the Evangelist  
Catholic Church

WEST MONROE STREET

Area to be blocked

WEST MONROE STREET

ST. JOHN'S  
GROTTO

GARAGE

114 W. Monroe St.  
Rector's Rectory

ALLEY

SOUTH MAIN

**St. John the Evangelist Catholic Church, 109 W. Monroe Street, Goshen, IN 46526**  
**Farewell Celebration— Sunday June 9, 2024, 1pm-4pm**



**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

**MEMORANDUM**

**To:** Board of Public Works and Safety  
**From:** Bodie J. Stegelmann  
**Date:** May 30, 2024  
**Subject:** Agreement with Safe Haven Baby Boxes, Inc.

With this Memorandum I am providing a proposed agreement with Safe Haven Baby Boxes, Inc. an Indiana nonprofit corporation. Pursuant to the agreement, the City would install and operate a newborn safety device at the City's Central Fire Station under Indiana Code 31-34-2.5. The City will be obligated to pay to Safe Haven Baby Boxes, Inc. the sum of \$15,500.00 as a one-time fee, and an annual fee of \$500.00. The City would need to pay for the installation of the device. City staff anticipates that grant funds will cover the cost of the acquisition and installation of the safety device.

**Suggested Motion:** Move to approve the agreement with Safe Haven Baby Boxes, Inc. for the installation of a newborn safety device at the Central Fire Station, and authorize Mayor Leichthy to execute such agreement.

## LEASE AND SERVICE AGREEMENT

THIS LEASE AND SERVICE AGREEMENT (“Agreement”) is made and entered into effect as of May \_\_\_\_\_, 2024 by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation, (“SHBB”) and the City of Goshen, Indiana (“Provider”).

### RECITALS

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices (“Safety Device”) (as that term is defined under Indiana law), and awareness related to preventing child abandonment.

**WHEREAS**, Indiana Code § 31-34-2.5-1, *et al* (the “Safe Haven Laws”), provides certain protections to local fire departments that install a newborn safety device (the “Safety Device”);

**WHEREAS**, Provider desires to install a Safety Device on Provider’s premises pursuant to the Safe Haven Laws; and

**WHEREAS**, SHBB is agreeable to placing a Safety Device to the Provider’s premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the mutual terms and premises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1. Installation.** SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the premises located at 209 North 3<sup>rd</sup> Street, Goshen, Indiana. Delivery of the Safety Device shall be at the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider’s facility. Provider is to pay for all installation costs and expenses for labor and/or materials. Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider agrees to abide by the policies and procedures for installation as outlined in Exhibit “A” (the “Policies and Procedures”) of this Agreement, which is hereby made a substantive part of this Agreement by reference.

**Section 2. Services by SHBB.** SHBB shall provide annual services related to the performance of this Agreement. Such services shall include: (1) providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider; (2) operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto; (3) educating emergency services personnel related to the use of the Safety Device; (4) providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness; (5) provide at minimum annual inspection and maintenance on the Safety Device; and (6) Will exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively the "Services").

**Section 3. Lease and Service Term.** The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of terms, fees, and conditions or unless terminated in accordance with Section 9, below or as otherwise agreed to by the parties

**Section 4. Consideration.** In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 500/100 Dollars (\$15,500.00), unless otherwise agreed to by the Parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars (\$500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred and 00/100 Dollars (\$500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include but are not limited to the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "B".

**Section 5. Obligations of Provider.** In addition to any and all other obligations of the Provider set forth herein, Provider agrees to follow all policies and procedures provided by SHBB which may change from time to time. SHBB shall provide thirty (30) days' prior Notice to Provider. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgement and receipt of the Policies and Procedures. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner whatsoever without the prior written approval of SHBB. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner

whatsoever without prior written approval by SHBB. Provider agrees to immediately notify SHBB of any modification to the Safety Device. Provider agrees to accept complete liability for any and all unapproved modifications to the Safety Device and any and all unapproved modifications to accompanying parts of the Safety Device, including required signage/materials. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party. Provider shall refer to the Safety Device as a "Safe Haven Baby Box". Further, Provider shall procure and maintain a twenty-four (24) hour alarm monitoring of the Safety Device at all times and shall confirm with SHBB that such service is acceptable. Should alarm monitoring service be disconnected for any reason, Provider shall immediately notify SHBB and shall secure the Safety Device by locking its exterior door and removing all signage and materials related to its use and functionality. SHBB may, but is not required to, inspect the Safety Device at any time, including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

#### **Section 6. Representations and Warranties.**

- A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the jurisdiction with which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order or other similar governmental controls.
- B. Representations & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full



authority of SHBB. Further, SHBB has full ownership of the Safety Device.

**SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance.** Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense, a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate and a \$2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy shall not be a separate policy solely because of this Agreement but, rather, will be part of the City of Goshen's master general liability and umbrella policies. SHBB's liability as to the Safety Device in relation to the Provider under this Agreement is covered under the City's master general liability and umbrella policies.

**Section 8. Indemnification.** Each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents and all other persons and related entities thereof against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installment, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises.

**Section 9. Termination.** Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to

utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed \$500 and unless the termination of this Agreement was under Section 10, below, in which case the costs hereunder shall be borne by Provider.

## **Section 10. Remedies.**

**A. Option to Cure.** Any uncured breach of this Agreement by Provider shall give SHBB the option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device, such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B. Attorneys' fees.** Attorneys' fees, costs and expenses, shall be awarded to the prevailing party for any dispute relating to or arising from this Agreement.

**Section 11. Ownership of Safety Device.** Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider shall not sell or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

## **Section 12. Disclaimer and Limitation of Warranties.**

SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS.

SHBB neither assumes nor authorizes any other person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume for it, or any other liability in connection with the lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or improvements, restoration, repair, remodel, modifications, and/or any other construction work on the Safety Device, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse or misuse. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

### **Section 13. Miscellaneous.**

- A. Notice. Notice is effective when made in writing and sent to the parties' addresses or by email. Notice will be considered given as of the date of mailing.

SHBB Notice shall be given to:

Safe Haven Baby Boxes  
Attn: Monica Kelsey  
P.O. Box 185  
Woodburn, IN 46797

Provider Notice shall be given to:

City of Goshen, Indiana  
Attn: Legal Department  
204 E. Jefferson Street, Suite 2  
Goshen, Indiana 46528

- B. Assignability. This Agreement is binding and benefits the successors and assignees of the Provider, which includes any entity with which the Provider may merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific

written consent of SHBB, which consent shall not be unreasonably withheld.

A. Governing Law/Jurisdiction. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Indiana and Indiana courts. Each Party waives, to the fullest extent it may legally and effectively do so, any objection which it may now or subsequently have to the laying of venue of any claim or dispute at law or equity arising out of or relating to this Agreement or the transactions contemplated by it in any Indiana court in Allen County, State of Indiana, United States of America. Parties agree that any and all claims of any kind arising out of and relating to this Agreement if brought in a Court shall be brought in a court in Allen County, State of Indiana, United States of America. Each party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either party.

C.

D. Integration. This Agreement along with the attached exhibits is the final written expression of the parties' agreement with respect to such terms included and may not be contradicted by evidence of any prior agreement.

E. No Oral Modification. No change, modification, extension, termination, or waiver of this Agreement, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representatives of the parties.

F. Waivers. No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the Parties to be charged, and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

G. Severability. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained shall not be affected as a whole.

H. Time of the Essence. The Parties expressly recognize that in the performance of their respective obligations under this Agreement

and that each Party is relying on timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performances by the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and be effective on the date first above written.

**“SHBB”**

By: \_\_\_\_\_  
Monica Kelsey, Founder / CEO  
Safe Haven Baby Boxes, Inc.

**“PROVIDER”**

By: \_\_\_\_\_  
Gina M. Leichty,  
Mayor, City of Goshen



## EXHIBIT A

### SAFE HAVEN BABY BOXES, INC. POLICIES AND PROCEDURES

#### **I. Purpose:**

- A. Safe Haven Baby Boxes, Inc.'s product is the Baby Box. A Baby Box is a safety device provided for under Indiana Safe Haven Law and legally permits a parent in crisis to safely, securely, and anonymously surrender his or her newborn. A Baby Box is installed in an exterior wall of a designated fire station or hospital. It has an exterior door that automatically locks upon placement of a newborn inside the Baby Box and an interior door which allows a medical staff member to secure the surrendered newborn from inside the designated building.

#### **II. Policies:**

- A. A Provider is a hospital or site, such as a volunteer fire department, staffed by an emergency services provider on a twenty-four (24) hour, seven (7) day a week basis and provides a legal location and maintenance for a Safe Haven Baby Box where a newborn may be dropped off by a person who wishes to relinquish custody under the Safe Haven Law of the applicable jurisdiction.
- B. The Baby Box is designed with three independent alarms and is activated:
  1. When the door is accessed from the outside.
  2. When the newborn is placed in the box and activates the motion sensor.
  3. When electrical failure occurs to the Baby Box.

#### **III. Generic procedures when the Baby Box is Activated:**

- A. Emergency Personnel, including, Firefighters, Police Officers, EMT's, or Paramedics must perform the act of retrieving a newborn and taking said newborn into custody when he or she is voluntarily placed in a Box and the parent does not express an intent to return for the newborn.
- B. Emergency Personnel who take custody of a newborn shall perform any act necessary to protect the child's health and safety.
- C. Emergency Personnel must respond every time an alarm is activated at the Baby Box to verify whether a newborn has been dropped off.
- D. Emergency personnel may access the Baby Box on the inside of the Provider's building. An alarm is activated to signal 911 when the door is opened and the newborn may be inside the door area on the prepared bed area.
- E. Newborns will be evaluated by medical personnel at the location and immediately transported to the closest hospital for further evaluation. The

evaluation at the hospital will include screenings and examinations by physicians as necessary.

- F. EMS transporting newborn to hospital will notify the hospital personnel that this was a Safe Haven Baby Box newborn surrendered under the current Safe Haven Law.
- G. The hospital supervisor will notify the appropriate state agency and have a social services consult order placed.

#### **IV. Additional Procedures for designated Providers:**

- A. All Baby Boxes must be leased from Safe Haven Baby Box, Inc. and may not be re-sold. All Baby Boxes shall remain the property of Safe Haven Baby Box, Inc. throughout each and every Term of any Agreement between Provider and Safe Haven Baby Box, Inc.
- B. To support the education of, and to avoid confusion in the market, the Baby Box may not be rebranded or called anything but a "Safe Haven Baby Box", a "Baby Box", or referred to as a "Box".
- C. Each Provider will maintain uniform signage purchased from Safe Haven Baby Boxes, Inc. at its own expense. Any additional signage must have prior approval from Safe Haven Baby Boxes, Inc.
- D. The Baby Box will be delivered in accordance the following:
  - i Initial fee has been paid to Safe Haven Baby Boxes.
  - ii The Provider location is able to agree to install, test, train personnel, and schedule the unveiling / blessing within sixty (60) days of receipt of the Baby Box.
  - iii Provider understands delivery of the Baby Box will be scheduled 4 to 6 weeks after payment is received and with mutual agreement of the installation and unveiling / blessing dates.
  - iv Provider agrees to arrange for and begin the installation of the baby box within Two (2) weeks after delivery.
- E. The Baby Box will not be announced to the public or otherwise discussed with third parties or go "live" prior to the official unveiling/blessing of the Baby Box, which will be agreed upon prior to "going live".
- F. The "Go-Live" date will be determined after the following:
  - i Installation is completed and the alarm system is ready for testing.
  - ii Seven consecutive days of successful alarm testing is completed.
  - iii Training of staff is completed.
  - iv Final Inspection is completed.
- G. Each Provider must maintain security monitoring at its own expense and may not turn off security monitoring without giving Safe Haven Baby Boxes, Inc. sixty (60) days' notice.
  - i If a Provider has the service discontinued without Safe Haven Baby Boxes, Inc.'s knowledge, the location is subject to liability.

- ii Pending notice or drop of security monitoring, Safe Haven Baby Box, Inc. will de-activate the non-conforming location.
- H. Each Provider will provide medical information and a copy of parents' rights located in a bag inside the Baby Box. The bag is to be placed on the medical bassinet and leaning against the outside door.
- I. Each Provider must test the security/alarm system on the Baby Box at least once a week. Provider must keep a log or record of tests and submit the log or record to Safe Haven Baby Boxes, Inc. quarterly and upon the demand of Safe Haven Baby Box, Inc. The log or record shall list at least the name of the persons testing the Baby Box, the date tested, and the result of the test.
- J. Provider will ensure that no video monitoring will occur around the part of the building containing or facing the Baby Box.
- K. Provider must perform daily checks of the Baby Box to ensure the presence of a clean fitted bassinet sheet and a blanket.
- L. Provider must ensure a climate-controlled environment inside the Baby Box maintains a reasonable temperature for a newborn.
- M. Each Provider is responsible for training personnel on the use, features, and procedures of the Baby Box. Provider can contact Safe Haven Baby Box, Inc. for group training services.
- N. After retrieving a newborn from the Baby Box, the Provider must verify that the door to the Baby Box is secured and closed.
- O. After retrieving a newborn from the Baby Box, the Provider must reset the alarm system after deactivation.
- P. All safe surrenders are required to be reported to the Indiana Department of Child Services (DCS) at 1-800-457-8283 within two (2) hours of the surrender.
- Q. In the event that the Agreement with Safe Haven Baby Boxes, Inc. is terminated for whatever reason, Provider is responsible for all costs and expenses of removing respective Baby Boxes at Provider location(s).
- R. Provider is to use best efforts to secure the integrity and good working function of the Baby Box at all times, including upon removal of any Baby Box, if necessary. Damage to Provider's leased Baby Box(es) is compensable to Safe Haven Baby Boxes, Inc. by Provider. Provider is to reimburse Safe Haven Baby Boxes, Inc. for any and all damage to the Baby Box during the pendency of the Agreement and any termination or expiration of it. Any such reimbursements are to be sent within thirty (30) days to the name and address listed in the Notice provision of the Agreement.

**V. Documentation (Documents & Forms):**

- A. Documents
  - 1. Weekly Safe Haven Baby Box alarm system checks
  - 2. All Safe Surrenders by date and time

EXHIBIT B  
SAFE HAVEN BABY BOXES, INC.  
SERVICES, FEES, AND EXPENSES SCHEDULE

Initial Fee: \$15,000:

1. Baby Box including signage and provider kit.
2. "Pre-installation" Services:
  - a. Examination of location
  - b. Administrative/Legal resources
  - c. Consultation on programs
  - d. Assistance with raising funds to support the cost of the box (optional)
3. Installation Services:
  - a. Inspection of installation
  - b. Training to all emergency personnel
4. Post Installation Services:
  - a. Marketing of the box
  - b. 24/7 hotline available to the community
  - c. Advertising of the box
  - d. Efforts to support raising awareness on a local, state, and national level supporting the box in each community.

Annual Fee: \$500

1. Annual Fee Services
  - a. Recertification of the box by SHBB authorized personnel
  - b. Maintenance of box from expected use
  - c. Unlimited repairs and parts replacement as a result of a malfunction and not as a result of negligence or vandalism.

Term Renewal (every 5 years): \$500

1. Beginning five (5) years after the date of the original signed contract and every five (5) years thereafter.

OTHER FEES NOT INCLUDED IN INITIAL FEE: (Estimated at \$5,000-\$7,500)

*\*Fees vary based on location and/or services donated by local community members. The below items are estimates and not a guarantee of cost.*

1. Delivery: Minimum \$500.00. Cost based on location and transportation from Indiana. You can pick it up at our Woodburn IN manufacturing facility to waive the delivery charge. (Must be pre-scheduled)
2. Installation: Labor and materials~\$2,000-\$3,500 (Location may be able to get this donated)
3. Electrical and Alarm: hook up to internal alarm system (Internal alarm must go to 911 dispatch for use with the baby box) ~\$1,200.
4. Annual Alarm Service: Annual fee for monitoring~\$300 annually paid by location to Alarm Company
5. Permits or other requirements prior to construction. (varies)
6. \$500.00 (optional) Box comes pre-installed with the Amazon Blink™ camera and requires a third-party membership to activate. Location must have a Wi-Fi connection. *\*Alternatives may apply. Please contact SHBB for more information*



**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: Dustin Sailor, P.E., Director of Public Works

RE: **YODER CULP FUNERAL HOME – SURVEY SERVICES REQUEST  
(JN: 2023-2002)**

DATE: May 28, 2024

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Yoder Culp Funeral Home has a proposed expansion west of their primary building. In review of the submitted site plan and of County records, the public sanitary sewer on the proposed development property is not located within a recorded easement.

With new utility asset requirements in place, all public assets on private property are to be within a documented easement. Therefore, Goshen Engineering would like to retain Survey & Mapping Services (hereinafter referred to as SAM) to prepare legal descriptions and easement exhibits for four different parcels that the sewer line currently traverses.

SAM has offered a lump sum fee of \$6,500 to complete the work within thirty calendar days.

**Requested Motion:** Move to authorize Mayor Leichty to sign the agreement with SAM for the preparation of the four easement descriptions and exhibits for a lump sum fee of \$6,500.



**AGREEMENT WITH SURVEYING AND MAPPING, LLC FOR  
PROFESSIONAL LAND SURVEYING SERVICES FOR SANITARY SEWER  
EASEMENTS FOR 115 & 117 RIVER VISTA DRIVE, 1909 SOUTH MAIN  
STREET AND 200 WESTWOOD DRIVE**

THIS AGREEMENT is entered into on \_\_\_\_\_, 2024, which is the last signature date set forth below, by and between **Surveying and Mapping, LLC** (“Consultant”), whose mailing address is 2810 Dexter Drive, Elkhart, IN 46514, 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**

Consultant shall provide City professional land surveying services for sanitary sewer easements for 115 & 117 River Vista Drive, 1909 South Main Street and 200 Westwood Drive, which services are more particularly described in Consultant’s May 6, 2024 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.

Consultant’s Duties under this agreement include:

- (A) Locate existing property corners and boundaries.
- (B) Locate existing sanitary sewer manholes
- (C) Prepare easement exhibits for JRT Reality and Goshen Hospital Association.
- (D) Prepare legal descriptions for a 20-foot sanitary sewer easement for JRT Reality and Goshen Hospital Association.

In addition to the above scope of work to be performed by Consultant, additional services can be provided by Consultant on a time and materials basis, based upon Consultant’s 2024 rate schedule included in Exhibit A. All additional services shall be requested in writing, shall include the complete scope of work and estimated costs, and approved by the City prior to proceeding with any additional services by Consultant.

**Section 2. Effective Date; Term**

- (A) The agreement shall become effective on the day of execution and approval by both parties.
- (B) Consultant acknowledges that time is of the essence and that the timely performance of its Duties is an important element of this agreement. Consultant shall perform all Duties as expeditiously as is consistent with professional skill and care in the orderly progress of the Duties.

- (C) Consultant shall complete all Duties within thirty (30) calendar days of the date of the notice to proceed.

### **Section 3. Compensation**

- (A) City agrees to compensate Consultant the sum of Six Thousand Five Hundred Dollars (\$6,500) for performing all Duties.

### **Section 4. Payment**

- (A) City shall pay Consultant for Duties satisfactorily completed under this agreement.
- (B) Payment shall be upon City's receipt of a detailed invoice from Consultant. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

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

- (C) 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.
- (D) Consultant 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.

### **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.

<b>City:</b> City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528	<b>Contractor:</b> Surveying and Mapping, LLC Attention: Benjamin Stanley, P.E., CFM 2810 Dexter Drive Elkhart, IN 46514
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**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 Consultant.

**Section 25. Authority to Execute**

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

**Surveying and Mapping, LLC**

\_\_\_\_\_  
Gina Leichty, Mayor

\_\_\_\_\_  
Benjamin Stanley, P.E., CFM,  
Design Engineer/Project Manager

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

EXHIBIT A



Delivery Method: Email [dustinsailor@goshencity.com](mailto:dustinsailor@goshencity.com)

May 6, 2024

Dustin Sailor  
City of Goshen, Engineering  
204 East Jefferson St.  
Goshen, IN 46528

**Re: City of Goshen – Sanitary Sewer Easements for 115 & 117 River Vista Drive,  
1909 South Main Street, and 200 Westwood Drive, Goshen**

Mr. Sailor:

Surveying And Mapping, LLC. (SAM) is pleased to provide you with this proposal for Professional Land Surveying Services in connection with the above-referenced project. After you have reviewed the attached proposed Scope of Services and associated fees, please do not hesitate to call if you have any questions or comments. Thank you for the opportunity to submit this proposal. We look forward to working with you on this important project.

Sincerely,

A handwritten signature in black ink that reads "Ben Stanley". The signature is written in a cursive style and is enclosed within a hand-drawn oval.

Benjamin Stanley, P.E., CFM  
Design Engineer / Project Manager  
Surveying and Mapping, LLC  
Office: 574-266-1010 ext. 3512  
Direct: 574-622-1912  
Email: [ben.stanley@sam.biz](mailto:ben.stanley@sam.biz)

**SAM COMPANIES**

2810 Dexter Drive / Elkhart, IN 46514  
574-266-1010 Office / 574-262-3040 Fax

**sam.biz**



## **SCOPE OF SERVICES**

**Sanitary Sewer Easements for 115 & 117 River Vista Drive,  
1909 South Main Street, and 200 Westwood Drive, Goshen**

### **PROJECT OVERVIEW**

Surveying And Mapping, LLC (SAM) proposes to provide Professional Land Surveying services to the City of Goshen (Client).

### **Land Surveying Scope**

1. Locate existing property corners and boundaries.
2. Locate existing sanitary sewer manholes.
3. Prepare easement exhibits for JRT Reality and Goshen Hospital Association.
4. Prepare legal descriptions for a 20' sanitary sewer easement for JRT Reality and Goshen Hospital Association.

### **ASSUMPTIONS**

The following assumptions were made during the preparation of this scope of services and fee development. If these assumptions do not prove correct, a modification to the scope and budget for this project may be required.

- This scope is based on information provided in phone conversations with Dustin Sailor on Monday, April 29, 2024.
- The location of the project site shown on Exhibit A – Scope of Work Area.
- The budget estimate is to provide all services on a one-time basis. Surveying and Engineering services outside of the Scope of Work described will be Additional Services billed per the attached rate sheet.

#### **SAM will not be expected to provide the following:**

- Certified Boundary Survey
- Topographic Survey
- Sewer Manhole Invert Elevations

### **ADDITIONAL SERVICES**

In addition to the services outlined above, SAM can provide additional services as requested by the Client on a time and materials basis, based upon the attached 2024 Rate Schedule. If requested, a scope of work and an estimated fee will be provided in writing prior to SAM proceeding with an additional service. These additional services include but are not limited to the following:

- Boundary or Topographic surveying services
- Sewer Manhole Invert Elevations



## **PROJECT DELIVERABLES**

- One easement exhibit with legal description in PDF format for properties owned by JRT Reality
- One easement exhibit with legal description in PDF format for properties owned by Goshen Hospital Association Alan L Weldy

## **PROJECT SCHEDULES**

We estimate two to three weeks for our work. Based on a signed agreement and notice to proceed, we will begin within 10 days and complete the work safely and efficiently working 7:00 a.m. to 5:00 p.m. Monday-Friday pending no weather delays or conditions beyond our control. The overall schedule is influenced by weather which is out of our control. The SAM Project Manager will keep the client apprised of the progress and any delays that occur.

## **ESTIMATED FEES**

The above-described land survey work will be provided for the below-summarized amount. Our fees for services rendered are not subject to the successful or unsuccessful completion of any other activity associated with this project.

### **Proposed Fees are as follows:**

- **Land Surveying: \$6,500.00**

This cost estimate is based on our current understanding described in the project description, the scope of services, and the assumptions listed below. In the event these items change or should unexpected circumstances arise in the course of this project, the SAM project manager will be in touch concerning changes to the project cost and schedule.

We will invoice The City of Goshen for our services monthly. Our invoices will include charges for expenses that we incur on your behalf, such things as filing fees, mileage, postage, and deliveries. See the attached Terms and Conditions for more information on "Client's Obligation to Pay" If you have any questions or comments concerning our services or charges during the course of our work, we encourage you to bring them to our attention immediately so that the problem can be resolved.

**This proposal is valid for a period of 90 days.**



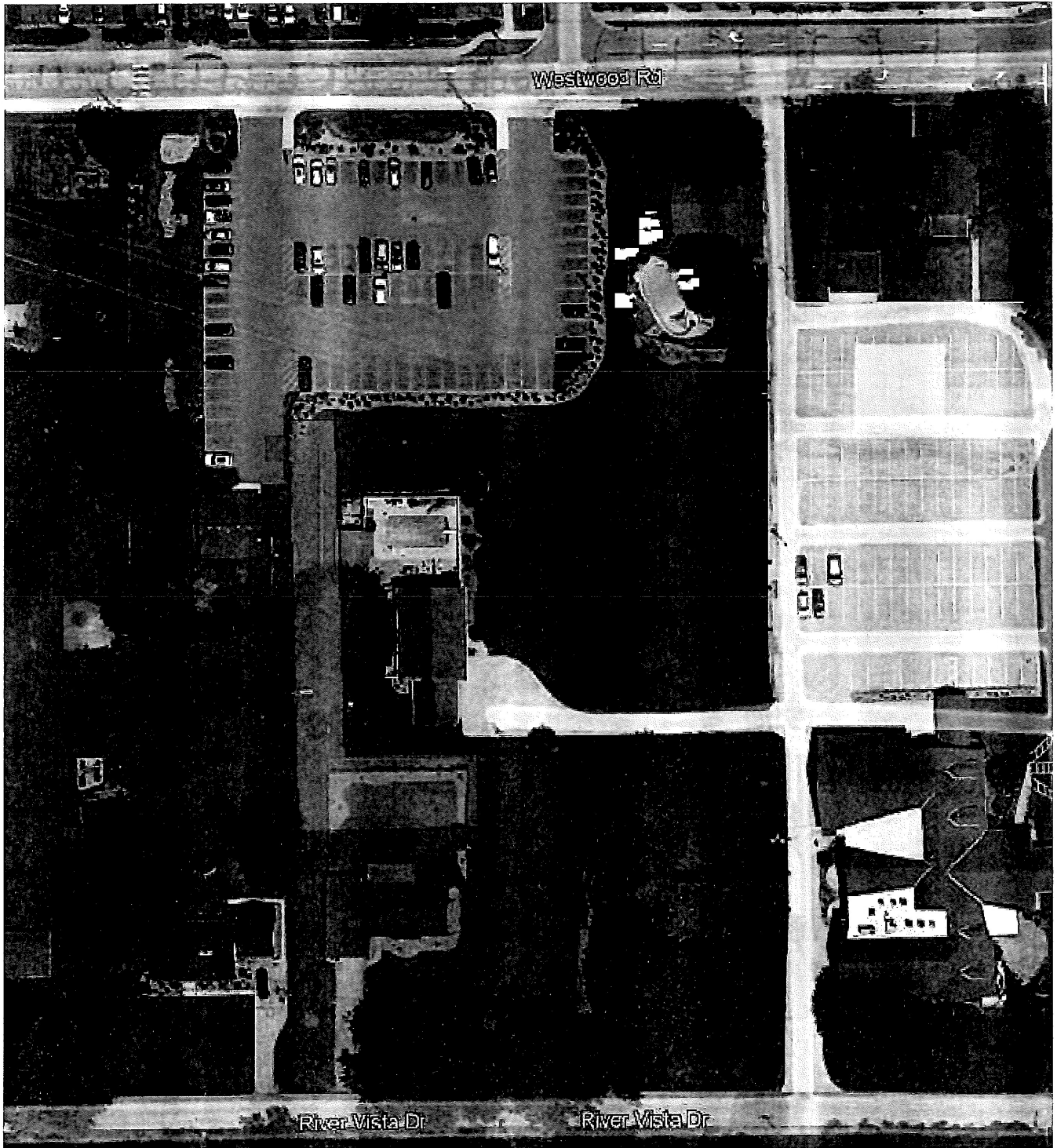


Please confirm acceptance of this proposal by having the person responsible for paying our fee sign at the end of this agreement and return a copy to our office. Our work will begin after receipt of this signed agreement.

This Agreement Consists of this Scope of Services and the following Documents which are incorporated herein by reference:

- Attachment A: Scope of Work Area
- Attachment B: Current Hourly Rate Schedule
- Attachment C: Standard Terms and Conditions

Attachment A – Scope of Work Area





## 2024 Rate Schedule

One Person Survey Crew \$115.00

Two Person Survey Crew \$200.00

Three Person Survey Crew \$280.00

Senior Professional Engineer \$250.00

Senior Professional Surveyor \$250.00

Project Manager: \$220.00

Professional Engineer \$220.00

Professional Surveyor \$165.00

Phase Manager \$170.00

Field Manager \$125.00

Project Coordinator \$130.00

Senior Office Technician \$120.00

Surveyor Intern \$100.00

Office Technician \$105.00

Administrative Assistant \$95.00

Meals and Lodging Per Diem: GSA rates

Mileage \$0.93 per mile

Equipment billed at established rate, rates are available upon request.

### SAM COMPANIES

2810 Dexter Drive / Elkhart, IN 46514

574-266-1010 Office / 574-262-3040 Fax

**sam.biz**

**STANDARD TERMS AND CONDITIONS**  
**(State of Indiana)**

1. Access To Site - Unless otherwise stated, Surveying And Mapping, LLC, a Texas limited liability company (“SAM”) will have access to the project site for activities necessary for the performance of the services. SAM will take precautions to minimize damage due to these activities, but has not included in the fee the cost of restoration of any resulting damage.
2. Ownership Of Documents - Client acknowledges that all original papers, documents, maps, surveys, digital data and other work product and copies thereof, produced by SAM pursuant to this Agreement shall remain the property of SAM except documents which are to be filed with public agencies. Client further acknowledges that Client’s right to utilize the services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
3. Copyright - The parties hereto agree that all protections of the United States and the greater of the protections afforded SAM by Texas state copyright laws and the copyright laws of the state in which the project is performed shall be applicable to the work product to the benefit of SAM, including common law and statutory law, whether or not any copyright for such work product actually is registered, and without regard to whether or not such copyright actually applies to such work product.
4. Invoices - Invoices for fees and all other charges will be submitted monthly for all services rendered as the work progresses, and the net amount shall be due and payable as of the date of the invoice at SAM’s office in Austin, Travis County, Texas.
5. Client's Obligation to Pay - Client's obligation to pay is solely that of Client, and the acts or omissions of any third party shall not affect that obligation. All sums due and not received shall be construed as past due. To cover the costs of collection, all past-due amounts will incur a late charge of one and one-half percent (1 ½ %) per month until paid. The Client shall pay all attorney’s fees or court costs incurred by SAM in collecting any past-due amounts. In the event that Client fails to pay SAM within thirty (30) days after invoices are rendered, then Client agrees that SAM shall have the right to stop or suspend work and consider the non-payment as grounds for a total breach of this Agreement.
6. Termination Of Services - This Agreement may be terminated by either party upon five (5) days’ written notice, by mutual consent or in the event of persistent failures of performance of material terms and conditions of this Agreement by the other party through no fault of the terminating party. SAM shall then be paid for the services completed up to the time of the termination date based upon the attached Rate Schedule.
7. Dispute Resolution – If a dispute arises out of or in connection with or relation to this Agreement, the parties shall endeavor reasonably to settle the dispute through direct discussions. If a dispute is not resolved through direct discussions, claims or disputes in connection with the services provided under this Agreement between Client and SAM shall be submitted to non-binding mediation in Austin, Travis County, Texas. In the event non-binding mediation does not result in resolution of the claim or dispute, the dispute shall be resolved by litigation in the courts of the state in which the services are performed, and the parties hereby consent and submit to exclusive venue in, and the exclusive jurisdiction of, such courts and waive all rights to proceed in any other venue or jurisdiction. Client and SAM agree to include a similar dispute resolution agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The substantially prevailing party in any litigation arising out of or relating to this Agreement shall be entitled to recover from the other party reasonable attorneys' fees, costs, and expenses incurred by the prevailing party.
8. Governing Law - This Agreement shall be construed and enforced in accordance with the laws of the state of Indiana.
9. Indemnification - The Client shall, to the fullest extent permitted by law, indemnify and hold harmless SAM, its officers, directors, members, managers, employees, agents, insurers and subconsultants (collectively “SAM Parties”) from and against all damages, liabilities, penalties, fees, claims, suits and costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the performance by any of the SAM Parties of the services under this Agreement, excepting only those damages, liabilities or costs attributable to the sole negligence or willful misconduct of SAM.
10. Limitation Of Liability - In recognition of the relative risks, rewards and benefits of the project to both the Client and SAM, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, total liability to the Client for any and all injuries, claims, suits, costs, liabilities, fees, losses, expenses, penalties, fines, damages or claim expenses arising out of this Agreement from any cause or causes shall not exceed the total fee paid by the Client to SAM, excluding any sales tax, for the services rendered. Such causes include, but are not limited to, SAM's negligence, errors, omissions, strict liability, breach of contract or breach of warranty. Except for the indemnification provisions provided herein, neither party shall be liable to the other for consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages.

- 11. Authority - Client affirmatively represents and states that he/she is authorized to enter into this Agreement, either as the owner or an officer of the City of Goshen or as Company's duly authorized agent, trustee or receiver for the purpose of entering into this Agreement.
- 12. Professional Services - All engineering and surveying services are regulated under the Indiana State Board of Registration for Professional Engineers and the Indiana State Board of Registration for Professional Surveyors
- 13. Use of Work Product - SAM acknowledges that Client is requesting services to be performed under the applicable work order(s) for the purpose of providing such information to other parties including, but not limited to, clients, customers, governmental entities and other interested parties. Client agrees that the work product prepared by SAM may not be altered in any way except for the addition of page numbers or exhibit captions necessary to incorporate that work product into other documents. SAM agrees to provide copies of the work product mutually agreed upon by both parties described in the work orders hereof.
- 14. Subpoenas or Requests for Information - In the event SAM or any of its personnel are requested or authorized by the Client or third parties with which the Client is involved in a claim or dispute or, are required by government regulation, subpoena, or other legal process, to produce any information or our personnel as witnesses with respect to the services performed by SAM hereunder, the Client will, so long as neither SAM nor its personnel are a party to the proceeding in which the information or personnel are sought, reimburse SAM for its professional time and expenses, as well as the actual fees and expenses of SAM's counsel, incurred in responding to such requests.

**SURVEYING AND MAPPING, LLC**

**AGENT:** Dustin Sailor

Signature: *Christian F. Marbach*

Signature: \_\_\_\_\_

Date: May 6, 2024

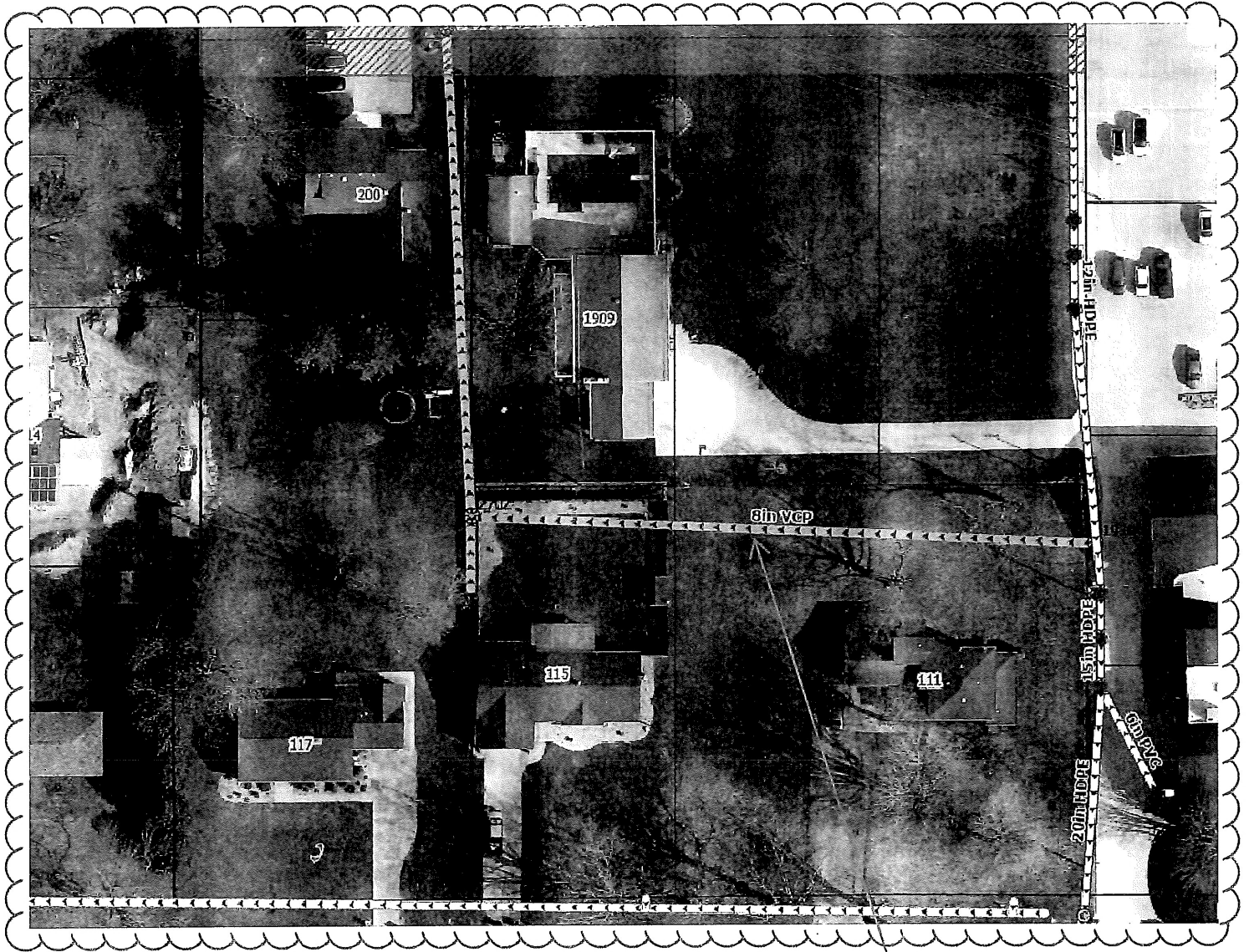
Date: \_\_\_\_\_

Printed Name: Christian F. Marbach

Printed Name: \_\_\_\_\_

Title: Office Manager

Title: \_\_\_\_\_



Property owner to provide the easement description and exhibit for the public sewer across 111 RiverVista Drive





**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  
engineering@goshencity.com • www.goshenindiana.org

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **2024 ROAD LINE STRIPING PROJECT  
(JN: 2024-0002)**

DATE: May 30, 2024

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On May 9, 2024, we received proposals for the above referenced project. The following are the results:

Traffic Control Specialists - \$104,883.68  
The Airmarking Co. - \$232,681.76

The Engineering Department is requesting the Board of Public Works and Safety to award the contract to Traffic Control Specialists, Inc. as the lowest responsive and responsible bidder.

**Requested Motion: Approve the Agreement with Traffic Control Specialists for the 2024 Road Line Striping project in the amount of \$104,883.68.**

**AGREEMENT WITH TRAFFIC CONTROL SPECIALISTS  
FOR THE 2024 ROAD LINE STRIPING PUBLIC WORKS PROJECT**

THIS CONTRACT FOR PUBLIC WORKS CONSTRUCTION PROJECT (“Contract”) is entered into on \_\_\_\_\_, 2024, which is date of the last signature set forth on the signature page, by and between **Traffic Control Specialists, Inc** (“Contractor”), whose mailing address is 1810 West Pacific Avenue, Knox, Indiana 46534, and **City of Goshen, Indiana** (“City”), a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety.

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

**1. Component Parts of this Contract.**

(A) This Contract shall include these terms and conditions, as well as the terms and conditions set forth in the following documents marked as Exhibit A attached hereto:

- (1) City of Goshen, Indiana Specifications and Contract Documents for the public works Project and Project Number (if applicable) set forth in the heading above.
- (2) Contractor’s Proposal as submitted to City, including all submittals and attachments prepared by Contractor.
- (3) Notice to Proceed issued by City to Contractor.
- (4) Amendments and/or change orders that may be subsequently executed by City and Contractor.
- (5) Contractor’s performance bond, payment bond, and maintenance bond, if any.
- (6) Contractor’s certificate of insurance.

The above documents are specifically incorporated into this Contract by reference.

(B) Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order:

- (1) This Contract, and any Amendments and/or change orders;
- (2) The Specifications and Contract Documents; and
- (3) Contractor’s Proposal.

**2. Duties of Contractor.**

(A) Contractor shall provide all supervision, labor, materials, equipment, services, permits and other components necessary for the successful completion of the Project in accordance with this Contract, including any incidentals whether or not specifically called for in these documents.

(B) In accordance with Indiana Code § 5-16-13-9, Contractor, as a tier 1 contractor as defined by Indiana Code § 5-16-13-4(1), agrees that not less than fifteen percent (15%) of the total Contract price, as determined at the time the Contract is awarded, will be contributed by work performed by Contractor’s employees, materials supplied directly by Contractor, and/or services supplied directly by Contractor’s employees.

(C) Contractor is responsible for ensuring that all contractors in any contractor tier that are performing some part of the work on, supplying some of the materials for, or supplying a service for the Project are also in compliance with all statutory requirements set forth in Indiana Code § 5-16-13 et seq. and all applicable provisions of the Specifications and Contract Documents and this Contract.

**3. Effective Date; Term.**

- (A) The Contract shall become effective on the day of execution and approval by the Goshen Board of Public Works and Safety and Contractor.
- (B) Contractor shall carry out all work on the Project expeditiously with adequate work forces and shall substantially complete work on the Project by August 31, 2024.  
 “Substantial completion” or “substantially complete” refers to the date when the construction work is sufficiently complete in accordance with the Specifications and Contract Documents, as may be modified by any written and approved amendments or change orders, and the Project is available for its intended use or purpose.
- (C) If Contractor does not substantially complete the Project within the time period set forth in paragraph (B) above, City will incur damages. The parties acknowledge that it will be difficult or impossible to quantify, ascertain and prove the actual damages sustained by City in the event of and by reason of such delay. Therefore, the parties agree that, in the event that the Project is not substantially completed within the time period set forth in paragraph (B), in lieu of actual damages, the City of Goshen shall be entitled to deduct from the amounts due to Contractor, or Contractor shall pay to the City of Goshen, the sum of One Hundred Dollars (\$100) per day as liquidated damages and not as a penalty for each calendar day the substantial completion of the Project is delayed.

**4. Compensation.**

- (A) City shall pay Contractor for the performance of the work under this Contract based on the established unit prices for the work items as set forth in Contractor’s itemized proposal, a copy of which is attached to this Contract. Total compensation, prior to any amendment(s) or change order(s), is the following:

**PAINT STRIPING:**

Quantity	Description	Unit Price	Total
1	Mobilization (1x fee is expected)	LSUM *(Fee will be waived if total billing exceeds \$5,000 per day)	\$750.00
153,383 LF	Line, Paint, Solid or Broken, White, 4”	\$0.16 LF	\$24,541.28
197.669 LF	Line, Paint, Solid or Broken, Yellow, 4”	\$0.16 LF	\$31,627.04
			<b>\$56,168.32</b>

**THERMOPLASTIC STRIPING:**

Quantity	Description	Unit Price	Total
1	Mobilization (1x fee is expected)	LSUM *(Fee will be waived if total billing exceeds \$5,000 per day)	\$750.00
35,807 LF	Line, Paint, Solid or Broken, White, 4”	\$0.29 LF	\$10,384.03
132,177 LF	Line, Paint, Solid or Broken, Yellow, 4”	\$0.29 LF	\$38,331.33
			<b>\$48,715.36</b>

**PROJECT TOTALS:**

Total Paint Striping	\$56,168.32
Total Thermoplastic Striping	\$48,715.36
<b>Total Project Anticipated Cost</b>	<b>\$104,883.68</b>

- (B) Payment to Contractor will be based on the unit prices for the work items and the actual number of units used. Adjustments to the actual number of units for a work item used in the Project and resulting compensation will be done by written change order.

**5. Payment and Retainage.**

- (A) Upon receipt of a detailed invoice, City shall pay Contractor as work progresses on the Project based on the dollar value of work satisfactorily completed in accordance with the Specifications and Contract Documents. Partial payment(s) under this Contract will be made no more frequently than once every thirty (30) days.
- (B) In accordance with Indiana Code § 36-1-12-13, City shall withhold payment of money in a sufficient amount to pay the subcontractors, laborers, material suppliers, and those furnishing services or five percent (5%) of the dollar value of all work satisfactorily completed, whichever is greater, until the Project is substantially complete.
- (C) Contractor shall submit proof to City that Contractor has paid all subcontractors, material suppliers, laborers, and those furnishing services for the Project before final payment is made.
- (D) If the Project is for the construction, improvement, alteration, repair, or maintenance of a highway, street, road or alley, upon Contractor's completion of the Project in accordance with the Specifications and Contract Documents, the final inspection and acceptance by City, and provided Contractor has submitted proof that Contractor has paid all subcontractors, material suppliers, laborers, or those furnishing services under this Contract, City shall pay Contractor the final payment within one hundred twenty (120) days after such completion, inspection, acceptance, and delivery of acceptable evidence. Final payment will not be made on any amounts that are in dispute.
- (E) Contractor shall submit to City the detailed invoice(s) along with proof of payment for labor and materials furnished for the Project to the following address, or at such other address as City may designate in writing:

City of Goshen  
c/o Goshen Street Department  
204 East Jefferson Street  
Goshen, IN 46528  
Email is also acceptable at [streets@goshencity.com](mailto:streets@goshencity.com).

- (F) Provided there is no dispute on amounts due, including amounts due all subcontractors, material suppliers, laborers, and those furnishing services for the Project, payment will be made to Contractor within forty-five (45) days following City's receipt of a detailed invoice, except for final payment under paragraph (D). If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.
- (G) Any payment made by City before or after final acceptance of the work shall not affect the obligation of Contractor to repair or replace any defective parts or otherwise correct any work.
- (H) Contractor is required to have a current W-9 form on file with the Goshen Clerk-Treasurer's Office before City will issue payment to Contractor.

**6. Payment Bond.**

- (A) No payment bond is required

**7. Performance Bond.**

- (A) No performance bond is required

**8. Project Safety.**

- (A) Contractor shall be responsible for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the Project, and shall comply with any protective

measures indicated in these Specifications and Contract Documents and as required by local, state and federal rules and regulations.

- (B) Pursuant to Indiana Code § 36-1-12-20, if the performance of work for this Project requires the creation of a trench of at least five (5) feet in depth, Contractor and/or any a contractor in any contractor tier shall perform such work in accordance with IOSHA regulations 29 CFR 1926, Subpart F, for trench safety systems. 29 CFR 1926, Subpart F, are incorporated into these Specifications and Contract Documents by reference. The cost for trench safety systems, if required, shall be paid for as a separate pay item, or if not a separate pay item, in the pay item of the principal work with which the safety systems are associated.

**9. Materials and Workmanship; Inspection.**

- (A) All products, materials, components, equipment, supplies or workmanship provided in the performance of this Contract shall be as specified in the project specifications of these Specifications and Contract Documents, be of the best grade and free of defects, and subject to the City's observation, inspection and testing.
- (B) In accordance with Indiana Code § 5-16-8-2 et seq., if any steel or foundry products are to be used or supplied in the performance of this Contract, Contractor shall use only steel or foundry products made in the United States unless the City has determined, in writing, that the cost of the steel or foundry products manufactured in the United States is considered unreasonable.
- (C) Upon request of City, Contractor shall furnish to City for approval full information concerning products, materials, components, equipment, or supplies that Contractor contemplates using in the Project.
- (D) City shall be afforded complete and unhindered access to the work for observation, inspecting and testing. Contractor shall provide proper and safe conditions for such access.
- (E) City shall have the right to reject materials and/or workmanship and require the correction or replacement of products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents. Contractor shall correct, at Contractor's expense, any defects, omissions or nonconformance after written notice from City.
- (F) In the event Contractor fails, refuses or neglects to correct any defects, omission or nonconformance, City may correct the same and Contractor agrees to pay on demand the cost and expense for making the correction.

**10. Warranty; Maintenance Bond.**

- (A) Contractor shall warrant all products, materials, components, equipment, and/or supplies furnished under this Contract to be new unless otherwise specified, and all workmanship to be of the highest quality, free from faults and defects, and to conform to the requirements of the project specifications in these Specifications and Contract Documents. This warranty period shall be as specified in the project specifications, or if no warranty period is specified, the warranty period shall be a minimum of one (1) year after substantial completion of the Project. This warranty shall survive any inspection, testing, acceptance, or payment by the City.
- (B) Under this guarantee, Contractor agrees to correct or replace without delay and at Contractor's expense, the products, materials, components, equipment, supplies or workmanship which are defective or do not conform to the requirements of the project specifications in these Specifications and Contract Documents.
- (C) Any work required as a result of erroneous site preparation due to the fault or negligence of Contractor shall also be provided by Contractor at no additional charge to City.
- (D) No maintenance bond is required.

**11. 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. 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.

**12. Non-Discrimination.**

- (A) In accordance with Indiana Code § 22-9-1-10, a contractor in any contractor tier shall not discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to the employee or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of the Contract.
- (B) In accordance with Indiana Code § 5-16-6-1, the Contractor agrees:
  - (1) That in the hiring of employees for the performance of work under this Contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any citizen of the state of Indiana who is qualified and available to perform the work to which the employment relates;
  - (2) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, religion, color, sex, national origin or ancestry;
  - (3) That there may be deducted from the amount payable to Contractor by City under this Contract, a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and
  - (4) That this Contract may be cancelled or terminated by City, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the Contract.
- (C) This section shall also apply to a contractor in any contractor tier.

**13. Employment Eligibility Verification.**

- (A) In accordance with Indiana Code § 22-5-1.7 et seq., Contractor shall enroll in and verify the work eligibility status of all newly hired employees of the contractor 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 an individual that Contractor subsequently learns is an unauthorized alien. By execution of the Contract, Contractor affirms that Contractor does not knowingly employ an unauthorized alien.
- (C) Contractor shall require their subcontractors, who perform work under this Contract, to certify to 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.
- (E) In accordance with Indiana Code § 5-16-13-11(1), before an individual who is required to be verified under Indiana Code § 22-5-1.7 begins work on the Project, Contractor shall submit to City the E-Verify case verification number for the individual. An individual who is required to be verified under Indiana Code § 22-5-1.7 whose final case result is final non-confirmation may not be employed on the Project.
- (F) This section shall also apply to a contractor in any contractor tier.

14. **Employee Drug Testing Program.**

- (A) Contractor must implement the employee drug testing program that complies with the requirements of Indiana Code § 4-13-18-1 through Indiana Code § 4-13-18-7 as described in Contractor's written plan submitted with their proposal.
- (B) City may cancel or terminate this Contract in the event Contractor fails to implement the employee drug testing program during the term of the Contract for this Project; fails to provide information regarding the implementation of Contractor's employee drug testing program at the request of City; or provides City false information regarding the employee drug testing program.
- (C) This section also applies to a contractor in any contractor tier.

15. **Contractor Compliance with Other Laws.**

- (A) In accordance with Indiana Code § 5-16-13-11, Contractor agrees:
  - (1) A contractor shall not pay cash to any individual employed by Contractor for work done by the individual on the Project.
  - (2) A contractor is and shall remain in compliance with the federal Fair Labor Standards Act of 1938, as amended (29 USC 201-209) and the state Minimum Wage Law of 1965 (Indiana Code § 22-2-2-1 through Indiana Code § 22-2-2-8).
  - (3) A contractor is and shall remain in compliance with the worker's compensation or occupational diseases requirements under Indiana Code § 22-3-5-1 and Indiana Code § 22-3-7-34.
  - (4) A contractor is and shall remain in compliance with the unemployment insurance under Indiana Code § 22-4-1 through Indiana Code § 22-4-39.5.
  - (5) A contractor is and shall remain in compliance with the training program requirements under Indiana Code § 5-16-13-12 as applicable.
- (B) In accordance with Indiana Code § 5-16-13-13, a contractor shall preserve all payroll and related records of a contractor for a period of three (3) years after completion of the Project; and shall open such records to inspection by the department of workforce development.
- (C) This section shall also apply to a contractor in any contractor tier.

16. **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, injuries, or accidental deaths caused by any intentional, reckless, or negligent act or omission by Contractor or any of Contractor's agents, officers, and employees during the performance of this Contract. Such indemnity shall include reasonable attorney's fees and other expenses incurred by City, and shall not be limited by reason of insurance coverage required by this Contract.

**17. Insurance.**

- (A) Prior to commencing work, Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the Contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.
- (B) Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.
- (C) Contractor shall at least include the following types of insurance with the following minimum limits of liability:
  - (1) Workers Compensation and Employer's Liability - Statutory Limits
  - (2) General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (3) Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate
  - (4) Excess Umbrella Coverage - \$4,000,000 each occurrence

18. **Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party affected shall immediately provide written notice to the other party. 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) days from receipt of the notice of the Force Majeure Event, 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.

**19. Default.**

- (A) If Contractor fails to perform the work or comply with the provisions of this Contract, then Contractor may be considered in default.
- (B) It shall be mutually agreed that if Contractor fails to perform the work 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 thirty (30) 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 work 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 work described under these Specifications and Contractor Documents.
- (7) The Contract or any right, monies or claims are assigned by Contractor without the consent of the City.

**20. Termination.**

- (A) The Contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (B) City may terminate this Contract, 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 Contract.

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

**22. Change Orders.**

- (A) If in the course of the work it becomes necessary to change or alter the original specifications, City may issue a change order to add, delete or change an item(s) in the original Contract, with the Contract price and/or substantial completion date, being adjusted accordingly. The change order shall be prepared by the licensed architect or engineer assigned to the Project.
- (B) If the change order requires an increase or decrease in units of materials that are included in the original Contract, the cost of these units must be the same as shown in the original Contract.
- (C) Except in the case of an emergency, Contractor shall not commence any additional work or change in scope of the work until the change order is authorized in writing and signed by both parties. Contractor shall make no claim for additional compensation in the absence of a prior written and authorized change order signed by both parties.

23. **Amendments.** Any modification or amendment to the terms and conditions of the Contract, including a change order, shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Contract shall be of no force and effect.

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

**25. Applicable Laws.**

- (A) Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations and ordinances, and all contractual provisions required to be included in this Contract are incorporated by reference.
- (B) The provisions of Indiana Code § 5-16-13 et seq., Requirement of Contractors on Public Works Projects, are specifically incorporated into this Contract by reference.
- (C) 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 Project. Failure to do so may be deemed a material breach of Contract.

**26. Miscellaneous.**

- (A) Any provision of this Contract 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 Contract.
- (B) 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.
- (C) These documents 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.
- (D) In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

27. **Severability.** In the event that any provision of the Contract 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 Contract shall not affect the validity or enforceability of any other provision of the Contract.

28. **Notice.** Any notice required or desired to be given under this Contract 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. Either party may also email the notice to the other party in addition to delivering personally or sending by regular first-class mail.

<b>City:</b>	<b>Contractor:</b>
City of Goshen, Indiana Attention: Goshen Legal Department 204 East Jefferson St., Suite 2 Goshen, IN 46528 Email: Legal@goshencity.com	Traffic Control Specialists, Inc. Attention: Brian A. Triska 1810 West Pacific Ave. Knox, IN 46534 Email:

29. **Binding Effect.** All provisions, covenants, terms and conditions of this Contract apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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

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

**City of Goshen, Indiana**  
 Goshen Board of Public Works and Safety

**Traffic Control Specialists, Inc.**

\_\_\_\_\_  
 Gina M. Leichty, Mayor

\_\_\_\_\_  
 Brian A. Triska, Owner/President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT A – Bid Documents**



**Traffic Control Specialists, LLC**

Knox - Fort Wayne - Crawfordsville

# 2024 Line Striping Project - Bid Proposal

Letting Date		Date Sent	
5/9/2024		5/1/2024	
Project Location			
City of Goshen 2024 Line Striping Project			
REP	Quote Valid	Start Date	Completion Date
AJD	30 Days		8/31/2024
Intermediate Completion Date		Closure/Restriction Days	
8/31/2024			
Line	Item Number	Description	Total
<b>Paint Striping</b>			
1	110-01001	Mobilization and Demobilization - (Mobilization Fee will be waived if the total billing exceeds \$5,000.00 per day)	\$750.00 EA
2		Line, Paint, Solid or Broken, Yellow, 4"	197,669 LF \$0.16 LF \$31,627.04
3		Line, Paint, Solid or Broken, White, 4"	153,383 LF \$0.16 LF \$24,541.28
			<b>Subtotal \$56,168.32</b>
<b>Thermo Striping</b>			
1	110-01001	Mobilization and Demobilization - (Mobilization Fee will be waived if the total billing exceeds \$5,000.00 per day)	\$750.00 EA
2		Line, Thermoplastic, Solid or Broken, Yellow, 4"	132,177 LF \$0.29 LF \$38,331.33
3		Line, Thermoplastic, Solid or Broken, White, 4"	35,807 LF \$0.29 LF \$10,384.03
			<b>Subtotal \$48,715.36</b>
<b>Note - Quote does not include grooving. If grooving is required, a price will be provided upon request.</b>			
			<b>TOTAL \$104,883.68</b>

**GENERAL NOTES:**

- Above quote is based on plans and specifications at the time of bid. Calendar days may be adjusted upon request.
- Quote valid for 30 calendar days ONLY, contracts awarded after 30 days may require a requote.
- Contact TCS, LLC if the proposal is NOT ACCEPTED IN WHOLE.
- Items not paid by owner will be invoiced to the contractor at a daily rate, based on adjusted item unit price.
- Changes by Engineer/Contractor require approved and signed change order, PRIOR to commencing work.
- Retention will only be agreed to if Owner requires retention from Contractor.
- All quantities are estimates only and actual installed quantities will be billed.
- Proposal is subject to applicable state sales tax if a valid sales tax exemption certificate is not provided by the customer.
- TCS, LLC must have at least 7-days notice prior to scheduled work.
- Move-ins will be billed as quoted. All additional mobilizations will be billed.
- Any Mobilization performed outside the hours of 7:00 am to 5:00 pm, Monday through Thursday, will incur additional costs.

**Permanent Pavement Markings:**

- Weather conditions must meet INDOT/Manufacturer specifications at 7:00 AM on the day of installation or TCS, LLC shall not be held responsible for warranty.
- Any pavement marking warranty responsibility by TCS, LLC will be void on markings installed between November 1st and March 31st.
- Warranty on retroreflectivity voided if marking is installed between November 1st and March 31st.
- All surface preparation (i. e., fog seal, curing compound, removal) and pavement cleanup shall be performed by others or at additional cost.
- Documentation of pavement markings will be quoted individually or will be billed as an additional mobilization.
- Layout or placement of guide lined markings for grooving shall not be used in place of temporary tape to delineate traffic and will be billed as temporary paint if temporary tape is not applied to final surface.
- Prime contractor will not hold TCS, LLC liable for any liquidated damages not caused by TCS, LLC and if not informed in a timely manner.
- Prime contractor must provide a cleanout area for TCS, LLC pavement marking equipment on or near the jobsite, as needed.

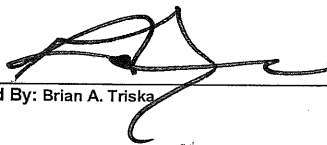
**Contacts:**

**For questions regarding the quote:**

Estimating Manager: Rik Ritzler, Office 574-772-7001 Ext. 122 Cell: 574-806-7139  
[Estimating@highstartraffic.com](mailto:Estimating@highstartraffic.com)

**To accept the quote, please contact Contract Administration:**

Traffic Control Specialists, LLC  
 1810 W. Pacific Ave, Knox, IN 46534  
[contractadmin@highstartraffic.com](mailto:contractadmin@highstartraffic.com)  
 574-772-7001 Office Ext. 129  
 574-772-7002 Fax

  
 Approved By: Brian A. Triska

5/3/2024  
 Date:

Accepted By: Customer Signature Required

Date:





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/2/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Indiana LLC 10401 N Meridian St, Ste 300 Indianapolis IN 46290	<b>CONTACT NAME:</b> Anita Stewart <b>PHONE (A/C No, Ext):</b> 317-595-7385 <b>E-MAIL ADDRESS:</b> anita.stewart@assuredpartners.com		<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Traffic Control Specialists, LLC Traffic Control Specialists, LLC dba High Star Traffic 1810 W Pacific Avenue Knox IN 46534-9488	<b>INSURER A :</b> Executive Risk Indemnity, Inc.		35181
	<b>INSURER B :</b> Federal Insurance Company		20281
	<b>INSURER C :</b>		
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

**COVERAGES**

CERTIFICATE NUMBER: 597499138

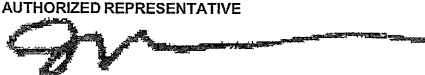
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 10,000 <input checked="" type="checkbox"/> CONTRACTUAL LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	54326530	3/25/2024	10/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	54326529	3/25/2024	10/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	56717326	3/25/2024	10/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	54326531	3/25/2024	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 City of Goshen 2024 Line Striping Project

**CERTIFICATE HOLDER****CANCELLATION**

City of Goshen 475 Steury Ave Goshen IN 46528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NON-INVESTMENT IN IRAN CERTIFICATION**

The Undersigned certifies pursuant to I.C. 5-22-16.5, et seq., that it is not involved in the Iranian Energy Industry and does not do business with Vendors involved in the Iranian Energy Industry. The Undersigned understands that providing a false certification may result in the consequences listed in IC 5-22-16.5-14, including termination of this Contract and denial of future contracts, as well as an imposition of a civil penalty.

I hereby declare, under the penalties for perjury, that the foregoing is true and correct.



\_\_\_\_\_  
Signature of Authorized Officer or Agent

Brian Triska, President

Printed name and Title of Authorized Officer or Agent

**SUBCONTRACTOR VERIFICATION OF  
WORK ELIGIBILITY STATUS**

I, Traffic Control Specialists, LLC DBA High Star Traffic (hereinafter called "Sub-Contractor" understands and agrees that it is required to enroll in and verify the work eligibility status of all employees hired after the date of this contract through the E-Verify program. This requirement shall be waived if the E-Verify program ceases to exist. For the purposes of this paragraph, the "E-Verify program" means the electronic verification of work authorization program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996 (P.L. 104-208), Division C, Title IV, s. 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

2. An authorized representative of the Sub-Contractor has signed the attached affidavit concerning the employment of unauthorized aliens.

I, Brian Triska a duly authorized agent of Sub-Contractor declare under penalties of perjury that Contractor does not employ unauthorized aliens to the best of its knowledge and belief.

Traffic Control Specialists, LLC DBA High Star Traffic

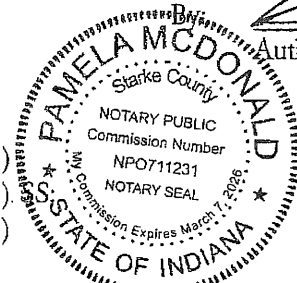
Name of Sub-Contractor

[Signature]

Authorized Agent of Sub-Contractor Signature

STATE OF Indiana

COUNTY OF Starke



Before me, the undersigned, a Notary Public in and for said County and State, this 3rd day of August, 2023, personally appeared Brian Triska and acknowledged the execution of the foregoing Affidavit. In Witness Whereof, I have hereunto subscribed my name and affixed my official seal.

[Signature]  
Signature

Pamela McDonald, Notary Public  
Resident of Starke County,  
State of Indiana

My Commission Expires:  
03/07/2026

Pamela McDonald  
Printed Signature



# CONTRACTOR'S BID FOR PUBLIC WORK - FORM 96

State Form 52414 (R2 / 2-13) / Form 96 (Revised 2013)  
Prescribed by State Board of Accounts

## PART I

(To be completed for all bids. Please type or print)

Date (month, day, year): 05/03/2024

1. Governmental Unit (Owner): City of Goshen
2. County: Elkhart
3. Bidder (Firm): Traffic Control Specialists, LLC DBA High Star Traffic  
Address: 1810 W Pacific Ave  
City/State/ZIPcode: Knox, IN
4. Telephone Number: 574-772-7001
5. Agent of Bidder (if applicable): \_\_\_\_\_

Pursuant to notices given, the undersigned offers to furnish labor and/or material necessary to complete the public works project of City of Goshen 2024 Line Striping Project (Governmental Unit) in accordance with plans and specifications prepared by Traffic Control Specialists, LLC DBA High Star Traffic and dated 05/09/2024 for the sum of one hundred and four thousand, eight hundred and eighty three dollars and sixty eight cents \$ 104,883.68

The undersigned further agrees to furnish a bond or certified check with this bid for an amount specified in the notice of the letting. If alternative bids apply, the undersigned submits a proposal for each in accordance with the notice. Any addendums attached will be specifically referenced at the applicable page.

If additional units of material included in the contract are needed, the cost of units must be the same as that shown in the original contract if accepted by the governmental unit. If the bid is to be awarded on a unit basis, the itemization of the units shall be shown on a separate attachment.

The contractor and his subcontractors, if any, shall not discriminate against or intimidate any employee, or applicant for employment, to be employed in the performance of this contract, with respect to any matter directly or indirectly related to employment because of race, religion, color, sex, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

### CERTIFICATION OF USE OF UNITED STATES STEEL PRODUCTS (If applicable)

I, the undersigned bidder or agent as a contractor on a public works project, understand my statutory obligation to use steel products made in the United States (I.C. 5-16-8-2). I hereby certify that I and all subcontractors employed by me for this project will use U.S. steel products on this project if awarded. I understand that violations hereunder may result in forfeiture of contractual payments.

ACCEPTANCE

The above bid is accepted this 3rd day of May, 2024, subject to the following conditions: See attached.

Contracting Authority Members:

Rik Ritzler, Branch Manager \_\_\_\_\_

Brian Triska, President \_\_\_\_\_

\_\_\_\_\_

PART II  
(For projects of \$150,000 or more – IC 36-1-12-4)

Governmental Unit: \_\_\_\_\_

Bidder (Firm) \_\_\_\_\_

Date (month, day, year): \_\_\_\_\_

These statements to be submitted under oath by each bidder with and as a part of his bid. Attach additional pages for each section as needed.

SECTION I EXPERIENCE QUESTIONNAIRE

1. What public works projects has your organization completed for the period of one (1) year prior to the date of the current bid?

Contract Amount	Class of Work	Completion Date	Name and Address of Owner

2. What public works projects are now in process of construction by your organization?

Contract Amount	Class of Work	Expected Completion Date	Name and Address of Owner
275,811.29	Pavement Striping	Fall 2024	City of Michigan City; 100 E Michigan Blvd Michigan City, IN 46360

3. Have you ever failed to complete any work awarded to you? No If so, where and why?

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4. List references from private firms for which you have performed work.

Rieth-Riley

Milestone

Dunnet Bay

NiBlock

E&B Paving

#### SECTION II PLAN AND EQUIPMENT QUESTIONNAIRE

1. Explain your plan or layout for performing proposed work. *(Examples could include a narrative of when you could begin work, complete the project, number of workers, etc. and any other information which you believe would enable the governmental unit to consider your bid.)*

High Star Traffic will follow the detail plans laid out by the engineer. Number of workers  
will be dependent on need. We are fully staffed and prepared to accept the job if awarded.  
HST will complete the job/project before intended August 31st completion date.

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2. Please list the names and addresses of all subcontractors *(i.e. persons or firms outside your own firm who have performed part of the work)* that you have used on public works projects during the past five (5) years along with a brief description of the work done by each subcontractor.

N/A

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3. If you intend to sublet any portion of the work, state the name and address of each subcontractor, equipment to be used by the subcontractor, and whether you will require a bond. However, if you are unable to currently provide a listing, please understand a listing must be provided prior to contract approval. Until the completion of the proposed project, you are under a continuing obligation to immediately notify the governmental unit in the event that you subsequently determine that you will use a subcontractor on the proposed project.

N/A

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4. What equipment do you have available to use for the proposed project? Any equipment to be used by subcontractors may also be required to be listed by the governmental unit.

MM 001-MRL Mini Mac 400 Striping (Thermo)

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MM 002-MRL Mini Mac 400 Striping (Thermo)

---

1670-2016 International 4300 Thermoplastic Kettle Truck (Thermo)

---

1758-2017 Autocar Paint Longline Truck (Paint)

---

LL 1802-Graco Line Driver (Paint)

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5. Have you entered into contracts or received offers for all materials which substantiate the prices used in preparing your proposal? If not, please explain the rationale used which would corroborate the prices listed.

Pricing includes cost of materials purchased from vendors, labor associated with

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applying the thermoplastic and paint materials, and any traffic control needed to ensure

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a safe, effective, and efficient work zone for laborers and motorists.

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### SECTION III CONTRACTOR'S FINANCIAL STATEMENT

Attachment of bidder's financial statement is mandatory. Any bid submitted without said financial statement as required by statute shall thereby be rendered invalid. The financial statement provided hereunder to the governing body awarding the contract must be specific enough in detail so that said governing body can make a proper determination of the bidder's capability for completing the project if awarded.

SECTION IV CONTRACTOR'S NON – COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SECTION V OATH AND AFFIRMATION

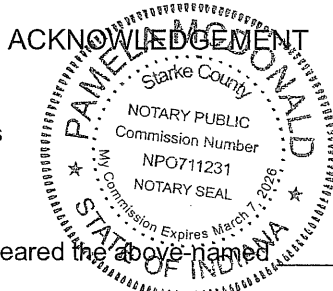
I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING BID FOR PUBLIC WORKS ARE TRUE AND CORRECT.

Dated at 9:26am this 3rd day of May, 2024

Traffic Control Specialists, LLC DBA High Star Traffic  
(Name of Organization)

By [Signature]  
Brian Triska, President  
(Title of Person Signing)

STATE OF Indiana )  
 ) ss  
COUNTY OF Starke )



Before me, a Notary Public, personally appeared the above-named Brian Triska and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to before me this 3rd day of May, 2024

[Signature]  
Notary Public

My Commission Expires: 03/07/2026

County of Residence: Starke

**BID OF**

Traffic Control Specialists, LLC DBA High Star Traffic  
*(Contractor)*

1810 W. Pacific Ave  
*(Address)*

Knox, IN 4653

**FOR**

**PUBLIC WORKS PROJECTS**

**OF**

City of Goshen

2024 Line Striping Project

2024-0002

Filed \_\_\_\_\_

Action taken \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **EXHIBIT B – List of Streets**

**PAINT STRIPING**

<b>ROAD NAME</b>	<b>STRIPING LIMITS</b>	<b>Lin Ft. YELLOW</b>	<b>Lin Ft. WHIT E</b>
<i>Midway Rd.</i>	<i>US33 to CR113</i>	7736	812
<i>Ferndale Rd.</i>	<i>US33 to Willows Way</i>	5554	1384
<i>County Home Rd.</i>	<i>Midway to Ferndale</i>	7405	1588
<i>Bashor Rd.</i>	<i>Chicago Ave. to Old CR17</i>	5468	7302
<i>Indiana Ave. 4</i>	<i>SR119 to CR36</i>	2574	5390
<i>Olive</i>	<i>Lincoln to Middlebury</i>	3000	0
<i>Clinton St. 1</i>	<i>Old CR17 to Riverside Dr.</i>	13084	12394
<i>Clinton St. 2</i>	<i>2nd St. to 6th St.</i>	2600	0
<i>Washington St.</i>	<i>2nd St. to 6th St.</i>	2560	50
<i>2nd St.</i>	<i>Washington St. to Wilkinson St.</i>	3037	366
<i>Jefferson St.</i>	<i>3rd St. to 6th St.</i>	2030	0
<i>Purl St</i>	<i>5th to 9th</i>	5000	0
<i>Middlebury St.</i>	<i>Main St. to Zollinger Rd.</i>	2673	71
<i>Blackport Dr.</i>	<i>Lincoln Ave. to Monroe St.</i>	4876	7218
<i>Monroe St.</i>	<i>US33 to Fair Grounds Gate 5</i>	6772	12153
<i>South 8th St.</i>	<i>Lincoln Ave. to College ave</i>	15000	0
<i>South 15th St.</i>	<i>College Ave. to Eisenhower Dr.</i>	2861	8176
<i>Plymouth Ave.</i>	<i>Main St. to US33</i>	7741	7431
<i>College Ave.</i>	<i>15th St to Railroad East of Century Dr</i>	17361	17253
<i>Century Dr.</i>	<i>College Ave. to Kercher Rd.</i>	16230	328
<i>Eisenhower Dr North</i>	<i>US33 to Dierdorff Dr.</i>	3000	6000
<i>Eisenhower Dr.</i>	<i>US33 to Century Dr.</i>	3844	6294
<i>Industrial Park Dr</i>	<i>Eisenhower Dr to Kercher Dr</i>	2000	0
<i>Messick Dr</i>	<i>Eisenhower Dr to Kercher Dr</i>	700	0
<i>Dierdorff Dr.</i>	<i>College Ave. to Waterford Mills Pkwy</i>	14314	18146
<i>Cr27</i>	<i>CR42 to 90' curve north side of Airport</i>	2868	6822
<i>Cr42</i>	<i>US33 to CR27</i>	9321	20566
<i>Regent St.</i>	<i>Dierdorff Dr. to CR40</i>	12788	622
<i>Weymouth Blvd.</i>	<i>Kercher Rd. to Regent St.</i>	3722	0
<i>Waterford Mills Pkwy</i>	<i>Main St. to Dierdorff Dr.</i>	9301	15145
		<b>197669</b>	<b>153383</b>

**THERMO STRIPING**

<u>ROAD NAME</u>	<u>STRIPING LIMITS</u>	<u>Lin Ft.</u> <u>YELLOW</u>	<u>Lin Ft.</u> <u>WHITE</u>
<i>Wilden Ave.</i>	<i>Elkhart River to Wakefield Dr.</i>	19993	22755
<i>Chicago Ave.</i>	<i>Lincoln Ave. to Indiana Ave</i>	9847	1200
<i>Beaver Lane</i>	<i>Wilden Ave. to Bashor Rd.</i>	1012	818
<i>Greene Rd.</i>	<i>Wilden Ave. to SR119</i>	22000	700
<i>Berkey</i>	<i>Dewey to West City Limits</i>	7100	0
<i>Indiana Ave. 3</i>	<i>Pike St. to SR119</i>	10104	1186
<i>Lincoln Ave. 1</i>	<i>Greene Rd. East to Rail Road</i>	18442	6954
<i>Main St.</i>	<i>Madison St. to Middlebury St.</i>	3400	0
<i>5th St.</i>	<i>Main St. to Pike St.</i>	6540	0
<i>Madison St.</i>	<i>Main St. to US33</i>	6000	600
<i>Kercher Rd.</i>	<i>Elkhart River to Main St.</i>	2739	594
<i>Kercher Rd.</i>	<i>Main St. to US33</i>	25000	1000
		132177	35807