



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. September 14, 2020

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

To access online streaming of the meeting, go to <https://goshenindiana.org/calendar>

Call to Order by Mayor Jeremy Stutsman

Approval of Minutes – Sept. 8

Changes to Agenda

- (1) College Ave. Median Light Pole Banner Replacement
(Brian Yoder Schlabach)

- (2) Downtown Vault Elimination Agreement Form and Downton Vault Repair and Maintenance Agreement Form
(Stegelmann)

- (3) GFD Service Agreement with Public Safety Medical for Staff Physicals
(Sink)

- (4) Leaf Storage Agreement with Ozinga Ready-Mix Concrete
(Marks)

- (5) Sidewalk Closure at 215 S. Main St. Sept. 18, 25
(Brad Weirich)



- (6) Indiana Ave. Bridge Inspection Closure Sept. 29
(Sailor)

- (7) Indiana Ave. Lane Restriction Sept. 15 – Oct. 2, (JN: 2019-2037)
(Sailor)

- (8) Kentfield Dr. Closure Sept. 14-18 (JN: 2020-0002)
(Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



MINUTES of September 8, 2020 Regular Meeting
Board of Public Works & Safety and Stormwater Board

Held 11:00 a.m. Goshen Police & Court Building, 111 East Jefferson Street, Goshen, Indiana

Present: Chair Jeremy Stutsman, Member Mike Landis, Member Mary Nichols

Minutes of Aug. 24 and Aug. 31 were presented.

Landis/Nichols moved to approve minutes of Aug. 24 and Aug. 31 as presented. Passed 3-0.

Landis/Nichols moved to approve agenda as presented. Passed 3-0.

Conditional Offer of Employment and Goshen Fire Department Agreement with Jeffrey P. McGowan

Legal Compliance Administrator Shannon Marks introduced per packet memo.

Landis/Nichols moved to extend a conditional offer of employment to Jeffrey P. McGowan as probationary firefighter and approve and execute the Conditional Offer of Employment Agreement with Jeffrey P. McGowan. Passed 3-0.

Conditional Offer of Employment and Goshen Police Department Agreement with Rayven Aliyah Johnson

Marks introduced per packet memo.

Landis/Nichols moved to extend a conditional offer of employment to Rayven Aliyah Johnson as probationary patrol officer and approve and execute the Conditional Offer of Employment Agreement with Rayven Aliyah Johnson. Passed 3-0.

Unpaid Final Water / Sewer Accounts

Utilities Billing Office Manager Kelly Saenz introduced per packet memo.

Landis/Nichols moved to move the uncollected final accounts from active to Collection, Sewer Liens and Write-offs in the amount of \$7,225.29. Passed 3-0.

Main St. Parking Closure: West Side Lincoln Ave. to Clinton St., JN: 2016-0038

Director of Public Works Dustin Sailor introduced per packet memo. Added that funds remaining from Main St. project were approved by Redevelopment Commission for additional work. Sailor said that original intent was to



perform work on both sides of street, but due to potential disruption to Olympia Candy Kitchen, decision was made to focus sidewalk work to west side of Main St.

Landis/Nichols moved to approve the closure of parking spaces along the west side of Main St. between Lincoln Ave. and Clinton St. from Sept. 8 - 29. Passed 3-0.

Accept Utility Easement at 924 E. Lincoln Ave.

Redevelopment Project Manager Becky Hutsell introduced per packet memo.

Landis/Nichols moved to accept easement from JRDR Properties, LLC to allow for the construction of a new water main at 924 E. Lincoln Ave. Passed 3-0.

PRIVILEGE OF FLOOR: No one spoke.

Stutsman/Landis moved to approve civil city and utility claims and to adjourn. Passed 3-0.

Adjournment at 11:18 a.m.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

9/9/2020

City of Goshen
Board of Public Works & Safety

To Mr. Scharf and the Board of Public Works & Safety,

Thank you for taking the time to review the following proposal for light pole banner replacement on College Avenue.

Currently, there are six banners on the three westernmost median light poles along College Avenue, between Main Street and 9th Street, with a City of Goshen banner and Goshen College banner side-by-side. These banners are weathered and in some cases becoming un-attached.

The Goshen College Communications & Marketing office proposes the replacement of these six banners with new banners to match those that will be installed around campus with the college's new branding designs (see mock-ups below). These six banners would be replaced at the college's expense, without disruption of traffic during installation. The replacement would most likely take place in late September or October 2020, pending approval.

Please don't hesitate to reach out for questions. I look forward to hearing from you soon.

Brian Yoder Schlabach
News & Media Manager
Goshen College
w. 574.535.7297 | c. 937.441.6005





CITY OF GOSHEN LEGAL DEPARTMENT

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

Phone (574) 537-3820 • Fax (574) 537-3817 • TDD (574) 534-3185
www.goshenindiana.org

September 10, 2020

To: Board of Public Works and Safety

From: Bodie Stegelmann

Subject: Downtown Vault Elimination Agreement Form and Downton Vault Repair and Maintenance Agreement Form

It is recommended that the Board approve the attached Downtown Vault Elimination Agreement Form and Downtown Vault Repair and Maintenance Agreement Form.

Suggested Motion:

Move to approve the Downtown Vault Elimination Agreement Form and Downtown Vault Repair and Maintenance Agreement Form.

VAULT ELIMINATION PROGRAM AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between the City of Goshen, Indiana, hereinafter referred to as “City” and

(hereinafter individually or collectively referred to as “Owner”).

Owner is the owner of real estate located at _____, Goshen, Indiana 46526

Owner requests and City agrees to assist in the elimination of the vault within the City’s right of way adjacent to a public road.

Vault Closure and Side Walk Repair

1. Owner agrees to construct a building foundation wall at owner’s expense in line with the building’s existing outer wall immediately adjacent to the City’s right of way. The building foundation wall will seal off the owner’s access under the City’s sidewalk and under the City’s existing right of way.
2. Owner agrees to pay for one half (1/2) of the cost to fill the void between the owner’s building foundation wall and the existing vault that extends into the City’s right of way.
3. Owner agrees to move any utilities located within the vault to a location within the Owner’s building or to another location agreed to by the affected utility companies and the City at Owner’s expense.
4. The construction of the building foundation wall and filling in the void in the City right of way and under the sidewalk shall be in accordance with the specifications approved by the Goshen City Engineer.
5. City agrees to remove and replace the existing public sidewalk adjacent to owners real estate at City’s expense.

Miscellaneous

1. Neither City nor Owner shall assign this agreement in whole or part without prior written consent of the other party.
2. Any modification or amendment to the terms and conditions of this agreement shall not be binding unless made in writing, signed by both parties and approved by the Goshen Board Public Works and Safety.
3. The waiver by either party of a breach of any provision of this agreement shall not operate or be construed as a waiver of any subsequent or continuing breach.

4. This agreement is governed by the laws of the State of Indiana. Any action to enforce the terms and conditions of this agreement shall be brought in a court of competent jurisdiction in Elkhart County, Indiana.
5. In the event that legal proceedings are instituted, the defaulting party shall pay to the non-defaulting party, if any, all costs and expenses of those legal proceedings including reasonable attorney fees.
6. All provisions, covenants, terms and conditions of this agreement shall apply to and bind the parties and their legal heirs, representatives, successors and assigns.
7. This agreement constitutes the entire agreement between the parties and supersedes all other agreements or understanding between City and Owner.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Board of Public Works and Safety

Owner

Jeremy Stutsman, Mayor

Signature: _____

Printed: _____

Michael Landis, Member

Mary Nichols, Member

VAULT REPAIR AND MAINTENANCE AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 20____, between the City of Goshen, Indiana, hereinafter referred to as “City” and

(hereinafter individually or collectively referred to as “Owner”).

WHEREAS, the City of Goshen prefers that the vaults under the City’s sidewalk or within the City’s right of way be abandoned, filled and covered with a new sidewalk. However, the City agrees to the terms in this Vault Maintenance Agreement (‘Agreement”).

WHEREAS, Owner is the owner of real estate at _____, Goshen, Indiana 456____ and wants to continue to use and maintain the vault within the City’s right of way and below the public sidewalk.

In consideration of the mutual covenants and promises of City and Owner, City and Owner agree as follows:

Initial Structural Engineering Evaluations

1. The City will hire at City’s expense a structural engineer to evaluate the condition of the vault below the City sidewalk and/or within the City’s right of way.
2. Owner agrees to allow City’s structural engineer access upon Owner’s real estate to properly evaluate the condition of the vault and determine the repairs necessary for Owner to continue to use the area within City’s right of way for its current use.
3. Owner agrees to contract with a qualified contractor to make the needed repairs in accordance with the structural engineer’s determination at the owner’s expense.

Periodic Structural Engineering Evaluations

1. Owner agrees to hire a structural engineer every three (3) years to evaluate the condition of the vault and to determine what repairs and maintenance if any are necessary.
2. Owner agrees to repair and maintain the vault in accordance with the structural engineer’s determination within ninety (90) days of receiving the engineer’s report.
3. Owner will provide the City with a copy of the structural engineer’s report every three (3) years. City will be provided access to the vault after receiving a copy of the report. If

City disagrees with the structural engineer's report, City may hire a structural engineer at City's expense to evaluate and confirm the Owners' engineer's report. Owner shall provide City's structural engineer access to the vault to properly evaluate the vault's condition.

Indemnification

1. Owner shall indemnify City from any damage due to Owner's failure to properly maintain or repair the vault and all building walls supporting the vault.
2. Owner shall provide insurance covering liability arising out of use, repair, or maintenance on the vault in an amount of at least _____.

Owner's Use of Vault

1. Owner may not expand or alter the present use of the vault without City's consent.
2. If Owner abandons use of the vault, the Owner shall immediately construct a building wall that does permit access to the area underneath the public sidewalk or within City's right of way. Owner shall pay for the cost of properly filling the vault including the area under the City's right of way. City shall pay for the cost of the removal of the existing sidewalk and the replacement of that sidewalk with a new sidewalk.
3. The construction of a wall and filling of a void in the City right of way and under the sidewalk shall be in accordance with specifications approved by the Goshen City Engineer.

Miscellaneous

1. This agreement shall be governed by and constructed in accordance with the laws of the State of Indiana.
2. Proper venue to enforce the terms and conditions of this agreement shall be in Elkhart County, Indiana.
3. In the event that either party brings an action to enforce any right conferred by this agreement or to force the other party to fulfill any obligation imposed by this agreement, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorney's fees.
4. All provisions, covenants, terms and conditions of this agreement apply to and bind the parties and their legal heirs, representatives, successors and assigns.

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

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the day and year first written above.

OWNER

CITY

Printed: _____

Dustin Sailor, City Engineer



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

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

September 10, 2020

To: Board of Works and Public Safety

RE: Contract with Public Safety Medical

From: Dan Sink

The Goshen Fire Department would like to contract with Public Safety Medical for physicals for fire department staff. City of Goshen Legal Counsel Bodie Stegelmann has reviewed and approved the language and content of the contract. On behalf of the City of Goshen Legal Department and Goshen Fire Department I am requesting the Board of Works and Public Safety approve the contract.



Goshen Fire Department 2020-2022 Service Agreement

Delivery Location: Goshen FD

The following when signed by **St. Vincent Health, Wellness & Preventative Care Institute, Inc. d/b/a Ascension St. Vincent Public Safety Medical (PSM)** at 6612 E. 75th Street, Suite 200, Indianapolis, IN 46250 and **Goshen Fire Department, 209 N. 3rd Street Goshen, IN 46526** will constitute our agreement for delivery of the services described below under the following terms and conditions.

Scope of Services

PSM agrees to provide the following services:

SERVICE	DESCRIPTION	Code	All	2020 Cost	2021 Cost	2022 Cost
Blood and Lab Work	Blood Panel (CMP, CBC, Lipid, Veni.)	3500				
	CMP (Comp. Metabolic Panel)	3522	X	\$24.37	\$24.86	\$25.35
	CBC (Comp. Blood Count)	3083	X	\$22.06	\$22.50	\$22.95
	Lipid Panel (total chol., HDL, LDL, ratio)	3523	X	\$25.89	\$26.41	\$26.94
	Insulin (blood)	3527	X	\$25.49	\$26.00	\$26.52
	Venipuncture	3000	X	\$3.83	\$3.91	\$3.98
Medical Testing	Wellness Med. Testing:	12416				
	Vital Signs-ht, wt, BMI, BP, resp., pulse	6000	X	\$0.00	\$0.00	\$0.00
	Vision-Acuity	6050	X	\$33.11	\$33.77	\$34.45
	PFT – Pulmonary Function Test	6110	X	\$47.34	\$48.29	\$49.25
	Audiometry	6090	X	\$17.84	\$18.20	\$18.56
	EKG w/interp	6120	X	\$25.47	\$25.98	\$26.50
	Urinalysis – Dipstick	6020	X	\$3.83	\$3.91	\$3.98
Physical Exam	Respirator/Medical Review	6304	X	\$20.38	\$20.79	\$21.20
	Comprehensive Physical Exam	12500	X	\$124.81	\$127.31	\$129.85
	Health Risk Appraisal	7000	X	\$0.00	\$0.00	\$0.00
Fitness Services	Treadmill – Max (Indirect VO2)	2082	X	\$194.76	\$198.66	\$202.63
Web-Based	OnMed Program	8135	X	\$0.00	\$0.00	\$0.00
Admin Fees	Admin. Fee (Your Site)	3206	X	\$108	\$112	\$117
				\$677.18	\$692.56	\$706.41
Other Testing and Fees	Urine Bladder Cancer Screen only if indicated	6033	X	\$57.32	\$58.47	\$59.64
	PSA-Prostate Specific Ag men: ages 40+	3115	X	\$44.57	\$45.46	\$46.37
	Rectal/hemoccult men: ages 40+	6130	X	\$0.00	\$0.00	\$0.00

Method of Payment

The City of Goshen will pay for services rendered.

Billing

Bills are generated monthly. **Payment terms are Net 30 days.**

Invoices sent via email scan to: Kim Whitehead

Accounts Payable Contact: Kim Whitehead **Title:** Office Manager

Phone: (574)533-7878 **E-mail:** KimWhitehead@GoshenCity.com

Assignability

This Agreement is not assignable.

Right to Receive Notice of Breach

As required by the Health Insurance Portability and Accountability Act (HIPAA), PSM will provide a written notice to all **Goshen Fire Department** employees in the event we learn of any unauthorized acquisition, use or disclosure of

your personal health information (PHI) as a result of not being properly secured as required by HIPAA. We will notify employees of the breach as soon as possible but no later than sixty (60) days after the breach has been discovered. PSM will incur all expenses for notification and actions necessary to correct breach.

Policy on Additional Testing

In the event that PSM finds it necessary to perform additional testing at **City of Goshen** expense and at the request of the medical director, the **Goshen Fire Department** representative will be notified in advance.

Policy on Repeat Testing

In the event that PSM finds it necessary to retest a patient due to a positive test result or upon the recommendation of the PSM medical director, the **Goshen Fire Department** representative will be notified in advance. The cost incurred for the retest will be billed to **City of Goshen** if the retest was not based upon an error in conducting the original test. If the retest is due to an error by PSM or by a contracted laboratory or other representative, PSM will absorb any additional retest costs. No recommended actions will be made to **Goshen Fire Department** until PSM has received accurate retest information.

Policy on Reporting Results

PSM will provide a medical/respirator clearance letter for every patient. The letter will state whether or not the employee is medically cleared for duty. No specific medical test results for any patient are provided to any representative without the written consent of the patient unless required by law (i.e. OSHA). If during the medical evaluation, findings are such that the patient cannot be medically-cleared for duty, the patient will be counseled as to the medical concerns and the need to limit duty assignment. The designated **Goshen Fire Department** representative will be notified, in general terms, of the need for duty restriction and any safety-sensitive responsibilities. It will also be recommended that the patient be re-evaluated by PSM, after appropriate medical treatment, to provide final clearance of return to full duty after a release is first made by the patient's treating physician. PSM will assist the employee with providing related medical information and their job requirements to the treating physician to assist in their care.

2020 Dates and Location of Services

Initial

_____ BLOOD DRAWS **Dates:** September 23-25 **Location:** 209 N. 3rd Street Goshen, IN 46526

_____ EXAMS **Dates:** October 19-23 **Location:** 1011 S Indiana Goshen, IN 46526

Departmental Information

Contact person: **Name:** Kit Castetter **Title:** Captain **Phone:** (574)538-9718
E-mail: kitcastetter@goshencity.com **Address:** 209 N. 3rd Street Goshen, IN 46526
Number of Personnel: 60 **Chief of Dept:** Chief Dan Sink

Independent Contractor

PSM shall be deemed an independent contractor operating as a separate entity from the City of Goshen. The City shall not be responsible for injury, including death, to any persons or damage to any property arising out of the acts or omissions of the agents, employees, or subcontractors of PSM.

Non-Discrimination

PSM agrees that it will comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. PSM agrees that PSM or any subcontractors, or any other person acting on behalf of PSM or their subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of a contract with respect to said 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.

Applicable Laws

PSM agrees to comply with all applicable federal, state and local laws, rules, regulations, or ordinances as the same shall be in full force and effect during the term of this Agreement.

Miscellaneous

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

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

In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

Employment Eligibility Verification

PSM shall enroll in and verify the work eligibility status of all their newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3.

PSM shall not knowingly employ or contract with an unauthorized alien. PSM shall not retain an employee or continue to contract with a person that PSM subsequently learns is an unauthorized alien.

PSM shall require their subcontractors, who perform work under this contract, to certify to PSM 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. PSM agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

PSM affirms under the penalties of perjury that they do not knowingly employ an unauthorized alien.

Contracting with Relatives

Pursuant to IC 36-1-21, if PSM is wholly or partially owned by a relative of an elected official of the City of Goshen PSM certifies that PSM has notified in writing both the elected official of the City of Goshen and the City's legal department prior to entering into this contract that an elected official of the City of Goshen is a relative of an owner of PSM.

Price Increases

Price increases for the following year will be made known by end of April of the current year. Pricing reflected above is valid through December 31, 2022.

Records and Accounts

PSM shall maintain accurate records and accounts of all transactions relating to the services performed by it pursuant to this agreement.

Exam Arrival Time

To optimize the service provided to **Goshen Fire Department** personnel, we request that you send your personnel 15 minutes prior to their appointment time.

When Running Late

If your personnel are running late for their appointment(s), please call your client manager whose name and number is listed on the signature page. This will ensure that appropriate arrangements may be made at PSM to accommodate your personnel or potential rescheduling.

Cancellations

Cancellations should be made at least 3 days (1 shift for fire departments) prior to the scheduled appointment. This enables PSM with enough notice to offer the appointments to another department and properly prepare.

Liability and Indemnification

PSM agrees to indemnify, defend, and hold harmless the City, its agents, officers, and employees from any and all liability, obligations, claims actions, causes of action, judgments, liens, damages, penalties or injuries arising out of any negligent act or omission by PSM or any of their officers, agents, officials, and employees, during the performance of services under this Agreement with the City of Goshen. Such indemnity shall include attorney's fees and all costs and other expenses incurred by the City, and shall not be limited to insurance required under the provisions of this Agreement.

Insurance

PSM maintains insurance to protect it and **Goshen Fire Department** from the claims set forth below which may arise out of or result from PSM operations under this Agreement, whether such operations be by PSM or by its subcontractors or by anyone directly or indirectly employed by any of them, or by anyone directly for whose acts any of them may be liable:

1. Claims under Workers' Compensation and Occupational Disease Acts, and any other employee benefits acts applicable to the performance of the work;
2. Claims for damages because of bodily injury and personal injury, including death, and;
3. Claims for damages to property

PSM insurance shall be not less than the acceptable industry standards for the performance of medical and occupational health-related services.

Proprietary Information

PSM asks that all information provided within this document be held confidentially and not shared with any related providers, those organizations who could be considered competition to PSM, other fire or law enforcement organizations, or unnecessary personnel within the **Goshen Fire Department**.

Confidentiality

PSM agrees to hold in strict confidence, and to use reasonable efforts to cause its employees and representatives to hold in strict confidence, all confidential information concerning **Goshen Fire Department** furnished to or obtained by PSM in the course of providing the agreed-upon services. PSM will not disclose or release any such confidential information to any person, except its employees, representatives and agents who have a need to know such information in connection with PSM performance under this agreement or by the express written consent of a **Goshen Fire Department** employee.

Termination for Convenience

Either PSM or **Goshen Fire Department** may terminate this Agreement at any time by giving thirty (30) days written notice. PSM shall be entitled to payment for deliverables in progress, to the extent the work has been performed satisfactorily.

Term of Agreement

This agreement will be reviewed and updated annually. **Questions regarding this Agreement may be directed to the Client Manager below.**

**St. Vincent Health, Wellness & Preventative Care Institute,
Inc. d/b/a Ascension St. Vincent Public Safety Medical**

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

Jonathan Nalli

Name Printed

Jeremy P. Stutsman, Mayor

Jonathan Nalli

Name Signed

Mary Nichols, Member

Chair

Title

Michael Landis, Member

9/09/2020

Date

Date

Your Public Safety Medical Contact

Claire Hammond

Office: 317.964.2365

Mobile: 765.469.6644



CITY OF GOSHEN LEGAL DEPARTMENT

City Annex
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September 14, 2020

To: Board of Public Works and Safety
From: Shannon Marks
Subject: Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

Attached is an agreement with Ozinga Ready Mix Concrete, Inc. for the City to lease space at 1700 Egbert Avenue to store leaves. The rental is \$10.00 per month beginning October 1, 2020.

Suggested Motion:

Move to approve and authorize the Mayor to execute the Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc.

LEAF STORAGE AGREEMENT

COMMENCEMENT DATE: October 1, 2020

LOCATION OF PREMISES: 1700 EGBERT AVENUE, GOSHEN, INDIANA 46528 AS MORE SPECIFICALLY INDICATED ON EXHIBIT A ATTACHED HERETO (THE "PREMISES")

PURPOSE: OUTDOOR LEAF STORAGE

LESSEE: CITY OF GOSHEN

LESSEE ADDRESS: 202 SOUTH 5TH STREET,
GOSHEN, INDIANA 46528

LESSOR: OZINGA READY MIX CONCRETE, INC.

LESSOR ADDRESS: 19001 OLD LAGRANGE ROAD, SUITE 300
MOKENA, ILLINOIS 60448

In consideration of the mutual covenants and agreements herein stated, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, together with the appurtenances thereto, for the above term.

1. RENT. Lessee shall pay to Lessor as rent for the Premises the sum of \$10.00 per month, payable in advance on the first day of each month, until termination of this Lease, at 19001 Old LaGrange Road, Suite 300, Mokena, Illinois 60448 or such other address as Lessor may designate in writing. Rent payments for any partial month shall be pro-rated.

2. TERM OF LEASE. The Lease shall commence on the Commencement Date listed above and shall terminate upon the earlier of: (i) January 1, 2021; or (ii) until Lessor or Lessee gives the other party at least 30 calendar days, advance written notice of the date of termination of the Lease.

3. USE OF PREMISES. Lessee shall store leaves in the empty bin located on the Premises; Lessee shall not use the Premises for any other purpose, except such reasonable purposes which are ancillary to that described above. Lessee shall have no right to store or park any to other items (for example, tools, equipment, personal vehicles, etc.) at the Premises. Lessee shall not place, store or spill any waste or refuse at the Premises.

4. SUBLET / ASSIGNMENT. Lessee shall not be allowed to sublet the Premises in whole or in part and shall not be allowed to assign this Lease.

5. NO LIENS. Lessee will not permit any mechanic's lien or liens to be placed upon the Premises during the term hereof, and in case of the filing of such lien, Lessee will promptly pay or defend the same.

6. KEEP PREMISES IN REPAIR. Lessee shall keep the Premises in repair; Lessor shall not incur any expense for repairing any improvements upon said Premises.

7. ACCESS TO PREMISES. Lessee shall be allowed access to the Premises 24 hours per day, 7 days per week. Lessor shall have the right to make reasonable changes to the hours of access.

8. HOLDING OVER. Lessee will, at the termination of this Lease by lapse of time or otherwise, yield up immediately possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of \$300.00 per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right or re-entry as hereinafter set forth; nor shall the receipt of said rent of any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, or for a breach of any of the covenants herein.

9. EXTRA FIRE HAZARD. Lessee shall not keep or use on the Premises any hazardous, flammable or explosive liquids or materials.

10. DEFAULT BY LESSEE. If a default occurs in payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, upon 30 days' notice to Lessee, Lessor may at any time thereafter at its election declare said term ended and reenter the Premises or any part thereof to the extent permitted by law and remove Lessee or any persons or property occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent. In the event that the Lessee is found to be in default by a court of competent jurisdiction and liable to Lessor by reason of any breach of any of the provisions of this Lease, Lessor shall be entitled to recover from the Lessee all costs and expenses of the action or suit, including reasonable attorney's fees.

11. FIRE AND CASUALTY. In case the Premises shall be rendered untenable during the term of this Lease by fire, condemnation, or other casualty, the Lease shall be terminated, with an abatement of rent for the period in which the Premises are not habitable.

12. LESSEE'S PERSONAL PROPERTY. Lessee agrees that Lessor shall not be responsible for any damage to, or loss of, Lessee's equipment, or any of Lessee's personal property due to any cause, including, but not limited to, theft, vandalism or Lessor's failure to keep the Premises in repair. Lessee shall be solely responsible to lock and secure all of its equipment.

13. INDEMNIFICATION. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's use of the Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Premises and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or from any act or omission of Lessee, or any of Lessee's agents, contractors, employees or invitees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case of any action or proceeding be brought against Lessor by reason of any such claim. Lessee hereby assumes all risk of damage of property of Lessee or injury to persons in, upon or about the Premises arising from any cause, except Lessor's gross negligence or intentional conduct, and Lessee hereby waives all claims in respect thereof against Lessor.

14. INSURANCE. At all times during the term of this Lease, Lessee shall insure itself and Lessor, as their interests may appear, by maintaining, at Lessee's expense, commercial general liability insurance, auto liability insurance, and workmen's compensation insurance against claims for personal or bodily injury, death or property damage resulting from Lessee's use of the Premises. At all times during the term of this Lease, Lessor shall maintain insurance for general property and casualty insurance losses against the Premises. Lessor shall be shown as an additional insured on all such insurance policies which shall also provide that the insurance shall be non-cancelable except upon at least 30 days prior written notice to the

Lessor. Lessee shall provide Lessor with a certificate of insurance indicating the above coverages.

15. PLURALS / SUCCESSOR. The words "Lessor" and "Lessee" wherever herein occurring and used shall be construed to mean "Lessors" and "Lessees" in case more than one person constitutes either party to this Lease; and all the covenants and agreements contained shall be binding upon, and inure to, their respective successors, heirs, executors, administrators and assigns and may be exercised by his or their attorney or agent.

16. ENVIRONMENTAL. Lessees shall not use nor permit the Premises to be used for the storage or disposal of any hazardous waste, toxic substances or related materials (hereinafter collectively referred to as "Hazardous Materials") nor for any purpose involving the use of Hazardous Materials contrary to the terms and conditions of any and all permits for same. For the purposes of this Section, Hazardous Materials shall include, but shall not be limited to, substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. Sec 1802, The Resource Conservation and Recovery Act, 42 U.S.C. Sec. 6901 et seq., the Superfund Amendments and Reauthorization Act of 1986, PL 99-499, regulations adopted and publications promulgated pursuant to said laws. Lessees shall indemnify and hold Lessor harmless from and against all liability, directly or indirectly arising out of the use, generation, storage or disposal of Hazardous Materials, including, without limitation, the cost of any required or necessary repair, clean-up or detoxification and the preparation of any closure or other required plans, to the full extent that such action is attributable, directly or indirectly, to the use, generation, storage or disposal of Hazardous Materials on the Premises by Lessees or any of its affiliates or any person or entity occupying or otherwise using the Premises under, through or with the consent of Lessees but specifically excluding any violations which may have occurred prior to the Term of this Lease.

Lessor shall indemnify, defend and save harmless Lessees from and against any legal or administrative proceedings brought against Lessees and all demands, claims, liabilities, fines, penalties, or costs occasioned by the negligent or intentional activities of Lessor, before, during or after Lessor's ownership of the Premises; or any loss to Lessees occasioned by the existence of Hazardous Substances on or in the property, breaches of the warranties contained herein, or any inaccurate representations in this agreement, excepting therefrom any such proceedings, demands, claims, liabilities, fines, penalties or costs occasioned by the negligent or intentional activities of Lessees occurring during Lessees occupation of the Premises.

The indemnities described above specifically include but are not limited to the direct obligation of the indemnitor to promptly perform any remedial or other activities required, ordered or recommended by any administrative agency, government official, or third party, or otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of pollution, or to permit continued safe operation of the Premises by Lessees.

17. SEVERABILITY. Wherever possible each provision of this Lease shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Lease shall be prohibited by or invalid under applicable law, such provisions shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Lease.

18. GOVERNING LAW. This Lease shall be construed and enforced according to the laws of the State of Indiana, without reference to the conflict of law principles of Indiana. Jurisdiction and venue of any dispute or legal action by either party relating to this Lease shall be exclusively in the courts of Elkhart County.

19. INTEGRATION. This Lease shall constitute the final, complete, and exclusive expression of intentions of the parties hereto with respect to the subject matter hereof and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between the parties.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

21. WAIVER. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Agreement shall not prevent subsequent similar noncompliance from being a default. No waiver under this Agreement shall be effective unless it is in writing and signed by an authorized representative of the party making the waiver. Any waiver authorized on one occasion shall be effective only in that instance and only for the purpose stated, and shall not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Agreement: (a) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Agreement; or (b) any act, omission, or course of dealing between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date last written below.

LESSEE:

City of Goshen

By

Jeremy P. Stutsman
Printed

Mayor
Title

September 14, 2020
Date

LESSOR:

Ozinga Ready Mix Concrete, Inc.

By

Edward Houin
Printed

HR / SAFETY / ENVIRONMENTAL
Title

9/08/2020
Date

EXHIBIT A

THE PREMISES





City Clerk-Treasurer

CITY OF GOSHEN

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

Phone (574) 533-8625 • Fax (574) 533-9740

clerktreasurer@goshencity.com • www.goshenindiana.org

12 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Sidewalk Closure, 215 S. Main St.

City Switchboard received a request from Brad Weirich, co-owner of Fables Bookstore, to allow closure of the sidewalk at 215 S. Main St. on Sept. 18 and/or Sept. 25 for painting of the building.



**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: Board of Works and Safety and Stormwater Board

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

RE: **ELKHART COUNTY HIGHWAY BRIDGE INSPECTION
INDIANA AVENUE BRIDGE CLOSURE REQUEST
(JN: STREETS)**

DATE: September 9, 2020

Elkhart County Highway has requested permission to close the Indiana Avenue bridge. The closure is tentatively scheduled for Tuesday, September 29, weather dependent. The closure will be for one day.

Traffic will be detoured at River Avenue and Chicago Avenue.

Requested Motion: Move to allow Elkhart County Highway to close Indiana Avenue at the Elkhart River on or about September 29, to allow for the Indiana Avenue bridge inspection.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mary Nichols, Board Member

Mike Landis, Board Member

September 9, 2020

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

Attention: Mr. Dustin Sailor, PE, CPESC, Director of Public Works

**RE: ROAD CLOSURE REQUEST
INDIANA AVENUE OVER THE ELKHART RIVER**

Dear Mr. Sailor:

Elkhart County would like to perform an inspection of the bridge carrying Indiana Avenue over the Elkhart River. The inspection will require the use of a lift which will require closing the bridge. The inspection is expected to be completed in one day and is scheduled for Tuesday, September 29, 2020.

We would appreciate if the Goshen Board of Works would consider giving permission to the County to close Indiana Avenue at the Elkhart River on September 29, 2020. Traffic will be diverted at Chicago Avenue and River Avenue.

Thank you for your attention to this matter. If you have any questions or require additional information, please let me know.

Respectfully,

ELKHART COUNTY HIGHWAY

Tom Rushlow

Tom Rushlow, PE
Project Engineer

Encl.

Cc: Mr. Scott Minnich, United Consulting



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MEMORANDUM

TO: Board of Public Works and Safety

FROM: Goshen Engineering Department

RE: **INDIANA AVENUE & HIGH STREET SHOULDER WORK – PIKE STREET TO WILKINSON STREET – LASSUS FUEL & CONVENIENCE (JN: 2019-2037)**

DATE: September 14, 2020

Lassus Brothers Oil, Inc. requests the narrowing of the southbound lane of Indiana Avenue and northbound lane of High Street, both from US33/Pike Street to Wilkinson Street, from September 15 to October 2, 2020. A 10-foot lane width will be maintained in each direction on each street. During this closure their contractor will modify an existing stormwater structure, construct drive approaches and sidewalk, and widen both streets to allow access to the future Lassus Fuel & Convenience Store at 1001 W Pike Street.

Please see the attached drawing of the proposed work area. Flaggers will direct traffic as needed. Temporary traffic control signs will be provided, as shown.

Requested motion: Move to approve narrowed lanes on Indiana Avenue and High Street, from US33/Pike Street to Wilkinson Street, from September 15 to October 2, 2020.

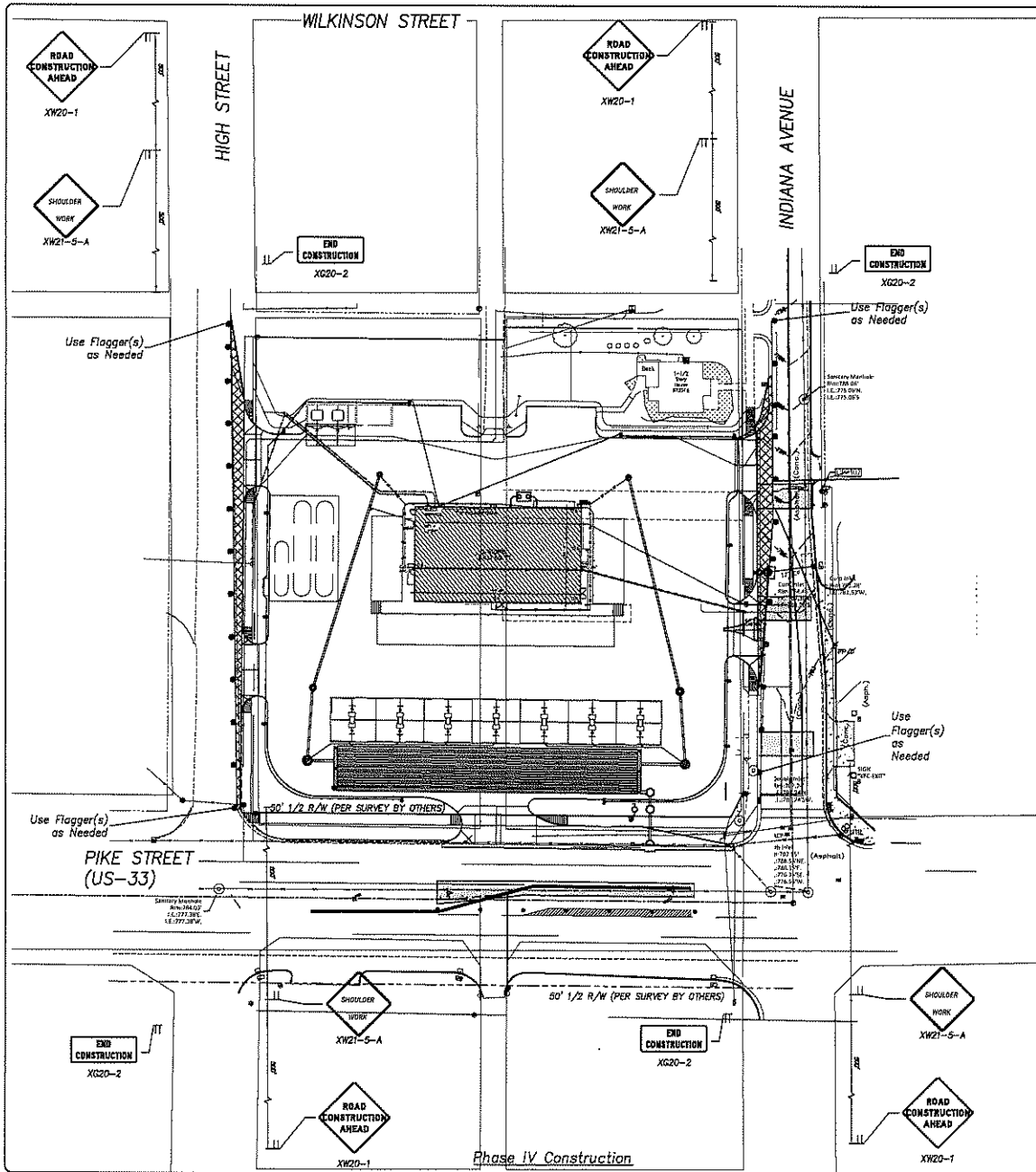
ACCEPTED:

City of Goshen
Board of Works & Safety

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member



NOTE:
Contractor may coordinate directly with INDOT for alternate means of traffic control. Any alternate method shall be approved by INDOT prior to implementation.

NOTE:
Existing Topographic Survey Information Provided By Others

- NOTES:**
- Phase IV construction shall include widening of Indiana Avenue and High Streets.
 - The north bound lane of High Street and south bound lane of Indiana Avenue shall be restricted by placing barrels along the edge of disturbed area. 10' wide lanes minimum shall be maintained in both directions. Work shall be coordinated with the City of Goshen.
 - Channelizing devices shall be spaced at a maximum 10 foot spacing along all tangent sections, a maximum 25 foot spacing.
 - Refer to INDOT standard drawings SB01-TC01-03 for further information on channel device placement and EB01-TCLC-11 for lane closure.

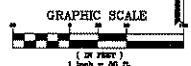
MAINTENANCE OF TRAFFIC

- During construction affecting any sidewalk, Contractor shall provide temporary pedestrian traffic maintenance measures.
- Indiana Avenue and High Street shall not be closed unless prior permission from the City of Goshen is granted.
- All signage, barricades, and pavement markings shall be installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).
- Any deviation to proposed plan shall be reviewed and approved by the City of Goshen prior to proceeding.
- Contractor to account for any flagging required for Maintenance of Traffic.

LEGEND

- [Hatched Box] CONSTRUCTION AREA
- [Black Dot] CHANNELIZING DEVICE

NOTE:
THESE PLANS INCLUDE THE DESIGN OF STORM SEWER PIPING AND STRUCTURES, AND THE UNDERGROUND DETENTION SYSTEM. SITE LAYOUT PLAN, FINISHED SITE GRADING, UTILITY DESIGN REQUIREMENTS, AND BY OTHERS.



3.	PERM FOR CITY OF GOSHEN AND INDOT COMMENTS	RLG	05/20/20
4.	PERM FOR INDOT COMMENTS	RLG	05/20/20
5.	PERM FOR CITY OF GOSHEN COMMENTS	RLG	05/20/20
7.	PERM FOR INDOT COMMENTS AND RESUBMITTAL	RLG	05/20/20
1.	PERM FOR REVIEW COMMENTS AND INDOT SUBMITTAL	RLG	05/20/20
10.	REVISION DESCRIPTION	RF	DATE

ABONMARCHÉ
 CIVIL ENGINEERING
 1001 PIKE STREET, GOSHEN, IN 46526
 PHONE: 765.673.1111
 FAX: 765.673.1112
 WWW.ABONMARCHÉ.COM

LASSUS BROS. OIL
 1001 PIKE STREET, GOSHEN, IN 46526

MAINTENANCE OF TRAFFIC PLAN FOR LOCAL ROAD CONSTRUCTION

DATE: 03-11-2020
 SHEET: 19-1111



DESIGNED BY: R. Gattner
 DATE: 6-12-2020

SCALE: HORIZ: 1"=40'

PROJECT: 19-1111

SHEET NO: C1.4



**Engineering Department
CITY OF GOSHEN**

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MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **CONCRETE PAVING KENTFIELD DRIVE CLOSURE
(JN: 2020-0002)**

DATE: September 14, 2020

Selge Construction has requested a road closure of Kentfield Drive at 16th Street for the work they will be performing for the Concrete Paving Project. Local traffic will be directed east to Winsted Drive. The closure will be from September 14-September 18. See attached traffic control plan.

Requested motion: Move to approve the Kentfield Drive road closure from September 14 thru September 18, 2020.

**City of Goshen
Board of Works & Safety**

Jeremy Stutsman, Mayor

Mike Landis, Board Member

Mary Nichols, Board Member

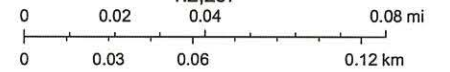
ArcGIS Web Map



9/10/2020, 8:22:06 AM

RoadsAndAlleys

1:2,257



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

This data may be incomplete or inaccurate. Goshen City and Elkhart cannot be held liable for errors or omissions in the data. By using this data, the recipient agrees to protect, hold harmless and indemnify Goshen City, Elkhart County, its employees, and its officers.