



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

Regular Meeting Agenda

**2:00 p.m. September 21, 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. 14

Changes to Agenda

- (1) Hiring of Brian P. Marsee as a Reserve Patrol Officer  
(Miller)
- (2) Hiring of Catherine Jo Schrock as a Reserve Patrol Officer  
(Miller)
- (3) Hiring of Saray Santana as a Reserve Patrol Officer  
(Miller)
- (4) Transit Services Agreement with MACOG  
(Stegelmann)
- (5) Approval of Amended CDBO Agreement for Multi-unit Housing Rehab 2020  
(Bylsma)
- (6) Agreement with MACOG for Traffic Counts  
(Sailor)



- (7) Post-construction Plan Approval Winchester Trails Phase II, JN: 2020-2013  
(Kauffman)
- (8) Commemorative Sign in Larimer Village  
(Sailor)
- (9) N. Main St. Closure for Rock Run Sewer Improvements Sept. 22- Oct. 30, JN: 2019-0025C  
(Sailor)
- (10) Lincoln Ave. and Steury Ave. Lane Restrictions Sept. 22 – Oct. 16  
(Sailor)
- (11) Closure of Parking Spaces on Third St. Oct. 12  
(Sailor)
- (12) 215 S. Main St. Sidewalk Closure, Oct. Fridays  
(Brad Weirich, Fables Books)
- (13) Mayflower Place Closure for Crane Placement and Tree Removal, Sept. 22  
(Jonathan Corbin, My Tree Climber)
- (14) Trick-or-Treating Hours 5:30 – 8:00 p.m. Oct. 31  
(Stutsman)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

*Adjournment*



**MINUTES of September 14, 2020 Regular Meeting  
Board of Public Works & Safety and Stormwater Board**

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

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

Minutes of Sept. 8 were presented.

**Nichols/Landis moved to approve minutes of Sept. 8, 2020 as presented. Passed 3-0.**

**Nichols/Landis moved to remove Item #5 (Sidewalk Closure at 215 S. Main St. Sept. 18, 25) and approve agenda as amended. Passed 3-0.**

College Ave. Median Light Pole Banner Replacement

Brian Yoder Schlabach, representing Goshen College, presented remotely (Zoom) per the letter in the meeting packet.

**Nichols/Landis moved to approve the replacement of the banners on the six light poles on College Ave. Passed 3-0.**

Downtown Vault Elimination Agreement Form and Downtown Vault Repair and Maintenance Agreement Form

City Attorney Bodie Stegelmann explained that the City has been working with property owners to eliminate vaults under sidewalks downtown for a number of years. Twenty-six vaults remain. City has started process of hiring a structural engineer to evaluate them. Part of the process will involve agreements with property owners and City, whether owners keep or eliminate vaults.

**Nichols/Landis moved to approve the Downtown Vault Elimination Agreement Form and Downtown Vault Repair and Maintenance Agreement Form. Passed 3-0.**

GFD Service Agreement with Public Safety Medical for Staff Physicals

Fire Chief Dan Sink presented the packet memo.

Landis asked whether this is the same group used in the past. Sink said yes, three-year contract is up and this is a renewal for three more years.



**Nichols/Landis moved to approve the contract with Public Safety Medical for physicals for Fire Department staff. Passed 3-0.**

Leaf Storage Agreement with Ozinga Ready-Mix Concrete

Paralegal Carla Newcomer presented the packet memo.

**Nichols/Landis moved to authorize the Mayor to execute the Leaf Storage Agreement with Ozinga Ready Mix Concrete, Inc. Passed 3-0.**

Indiana Ave. Bridge Inspection Closure Sept. 29

Director of Public Works Dustin Sailor presented the packet memo.

**Nichols/Landis moved to all Elkhart County Highway to close Indiana Avenue at the Elkhart River on or about Sept. 29, 2020 to allow for the Indiana Ave. bridge inspection. Passed 3-0.**

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

Sailor presented per the packet memo.

**Nichols/Landis moved to approve narrowed lanes on Indiana Avenue and High Street from US33/Pike Street to Wilkinson Street, Sept. 15 – Oct. 2, 2020. Passed 3-0.**

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

Sailor presented per the packet memo.

**Nichols/Landis moved to approve the Kentfield Dr. road closure Sept. 14-18. Passed 3-0.**

PRIVILEGE OF FLOOR:

Sailor advised the Board that last week during a plant shutdown for a pipe bypass related to the major wastewater treatment plant improvements, two of the primary valves in the clarifiers were broken. Workers were able to open one valve but not the other, which means plant is not able to run at full capacity. Sailor said emergency work is underway and Board will be requested in future to ratify current work. Landis asked how long it would take to complete work. Sailor said they are working hard but do not know. Said attempt made today to replace gears in valves, but they were



destroyed. A company from Ohio is coming tomorrow to put a line stop the valve to pull off the sewage to avoid backfilling the trench. They are having trouble finding a valve. Mayor asked whether it is the fault of the company or if these were old valves. Sailor said valves date to 1992. City recently purchased new equipment to turn valves hydraulically, which was tested with good results last week. A breaker bar, not the new equipment, was used this time and the valves were snapped.

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

*Adjournment at 2:12 p.m.*

APPROVED

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Jeremy Stutsman, Chair

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Michael Landis, Member

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Mary Nichols, Member

ATTEST

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Adam Scharf, Clerk-Treasurer



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis

Date: September 21<sup>st</sup>, 2020

From: Chief Jose' Miller

Reference: The hiring of Brian P. Marsee as a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety approve the hiring of Brian P. Marsee for the position of Reserve Patrol Officer. Mr. Marsee successfully passed all stages of the application process for the Goshen Police Department. Mr. Marsee will make a great addition to the Goshen Police Department. I would like this hiring to be effective today September 21<sup>s</sup>, 2020.

Brian P. Marsee will be present for the Board of Works Meeting.

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

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

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

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



**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis

Date: September 21<sup>st</sup>, 2020

From: Chief Jose' Miller

Reference: The hiring of Catherine Jo Schrock as a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety approve the hiring of Catherine Jo Schrock for the position of Reserve Patrol Officer. Catherine has successfully passed all stages of the application process for the Goshen Police Department. She will make a great addition to the Goshen Police Department. I would like this hiring to be effective today September 21<sup>st</sup>, 2020.

Catherine Schrock will be present for the Board of Works Meeting.

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

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**Jose' D. Miller**

**Chief of Police**

111 E Jefferson St  
Goshen, Indiana 46528

TO: Goshen Board of Public Works & Safety  
Mayor Jeremy Stutsman  
Member Mary Nichols  
Member Mike Landis

Date: September 21<sup>st</sup>, 2020

From: Chief Jose' Miller

Reference: The hiring of Saray Santana as a Reserve Patrol Officer

I am requesting that the Board of Public Works and Safety approve the hiring of Saray Santana for the position of Reserve Patrol Officer. Saray has successfully passed all stages of the application process for the Goshen Police Department. She will make a great addition to the Goshen Police Department. I would like this hiring to be effective today September 21<sup>st</sup>, 2020.

Saray Santana will be present for the Board of Works Meeting.

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

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

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

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**Legal Department  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 2 • Goshen, IN 46528-3405

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

To: Board of Public Works and Safety  
From: Bodie J. Stegelmann  
Date: September 17, 2020  
Re: Transit Services Agreement with MACOG

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Michiana Area Council of Governments ("MACOG") is the recipient of grant funds which are used to provide the Interurban Trolley and Interurban Trolley ADA Paratransit Services. This agreement will have the City contribute \$62,000.00 in 2020 as local matching funds to be used for this transit program administered by MACOG.

**Suggested Motion:** Move to approve the Transit Services Agreement with MACOG and authorize the Mayor to sign on behalf of the Board of Public Works and Safety.

## **Transit Services Agreement**

This Agreement is made by and between the City of Goshen, Indiana (hereinafter known as the "City"), and the Michiana Area Council of Governments (hereinafter referred to as "MACOG"),

### **WITNESSETH THAT:**

1. WHEREAS, the City, realizing that a need exists for a usable form of transportation services to certain targeted segments and the general population, desires to address said need in the form of a fixed-route bus system known as The Interurban Trolley and Interurban Trolley Access ADA Paratransit Services (hereinafter referred to as the "Program").

2. WHEREAS, MACOG is, under certain terms and conditions, willing to perform and administer the Program of Projects as described within the FTA Section 5307 grant. Federal Transit Administration (FTA) programs are shown in the Catalog of Federal Domestic Assistance under Section 20.500.

3. WHEREAS, as part of the City's participation in public transit, it is required to perform certain duties and obligations which it desires MACOG to perform and administer, and,

### **NOW THEREFORE, the parties agree as follows:**

1. That MACOG is the recipient of grants from the Indiana Department of Transportation (INDOT) and from the Federal Transit Administration (FTA). The City agrees that said funds shall be used expressly for the purpose of the Program's administration, operation, and capital equipment needs as outlined in the annual Elkhart-Goshen Urbanized Area Program of Projects.

2. That the City shall make available to MACOG \$62,000 (Sixty-Two Thousand Dollars) in local matching funds for the express purposes stated above for the period January 1, 2020 through December 31, 2020.

3. That the City shall comply with all requirements prescribed by the Federal Transit Administration (FTA) and the Indiana Department of Transportation (INDOT) under the Program, to be administered by MACOG, including, but not limited to the signing and execution of all documents, applications, reports, and the like.

4. MACOG shall administer the Program pursuant to the terms of the grant agreement between MACOG and the State of Indiana, and the Section 5307 grant between MACOG and FTA.

## Transit Services Agreement

5. The City hereby designates MACOG as the administering agency for the purpose of FTA and INDOT, including but not limited to the authority to deal directly with all persons, contract agencies, and grantors for the purpose of providing the Program of Projects for the Elkhart-Goshen Urbanized Area.

6. MACOG shall maintain books and records as required by FTA and INDOT as desirable for the administration of said grants and the same shall be available for inspection to the City at any time upon request.

7. MACOG shall be responsible for meeting all audit requirements and other bookkeeping standards prescribed of any Federal or State Agency under which FTA or INDOT is conducted.

8. The City and MACOG agree that neither incurs any liability for the actions of the other in conjunction with the performance of the duties hereunder.

9. MACOG shall contract with qualified transportation providers as required to fulfill and execute the Program.

**EXECUTED by:**

**City of Goshen, Indiana**

By: \_\_\_\_\_  
Jeremy Stutsman, Mayor

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

**Michiana Area Council of Governments**

By:   
James Turnwald, Executive Director

Date: 2 / 18 / 20



**Community Development Block Grant Program  
CITY OF GOSHEN**

204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
rhodayoder@goshencity.com • www.goshenindiana.org

MEMORANDUM

TO: Board of Public Works and Safety

FROM: Meaghan Bylsma, Community Development Specialist

DATE: September 21, 2020

RE: Approval of Amended CDBO Agreement for Multi-Unit Housing Rehab in Program Year 2020

Please approve the amended CDBO agreement to reflect a change in the scope of services at the Hawks Building, 215 W Madison, and authorize the Mayor to sign the agreement:

Housing Grants

Lacasa, Inc. – energy conservation, multi-family housing \$250,000

This is not a change in the CDBG grant amount from the initial agreement signed July 13, 2020. The scope of services, originally only including the installation of a solar array, now also includes the replacement of one pair of HVAC condenser units on the roof which can be allocated for in this grant amount. The proposed upgrades intend to significantly improve the energy efficiency of the building and, thus, substantially lower the operating costs for this multi-family housing unit which provides 33 units of affordable housing (of 35 total units).

The amended agreement is attached. Please refer to Exhibit A for a detailed description of the updated scope of services and budget.

**CITY OF GOSHEN**  
**COMMUNITY DEVELOPMENT BLOCK GRANT**  
**COMMUNITY BASED DEVELOPMENT ORGANIZATION (CBDO) AMENDED AGREEMENT**  
**MULTI UNIT HOUSING REHABILITATION**  
**Program Year 2020: July 1, 2020-June 30, 2021**

This amended Housing Rehabilitation Agreement (the “Agreement”) is entered into by and between the City of Goshen, Indiana (the “City”) and Lacasa, Inc. (the “CBDO”), an Indiana not-for-profit corporation, as of this 21st day of September 2020, to amend the scope of services. This amended agreement updates the prior agreement dated July 13, 2020.

**WITNESSETH:**

**WHEREAS**, such Housing Rehabilitation grant will be funded through the entitlement city’s Community Development Block Grant program (“CDBG Program”) established under Title I of the Housing and Community Development Act of 1974, as amended, and the rules, regulations, policy memoranda and other authority thereunder (collectively, the “Act”) and administered by the City.

**WHEREAS**, the City has requested the assistance of the CBDO to administer the Multi-unit Housing Rehabilitation portion (the “Project”) of the CDBG Program;

**WHEREAS**, the Act contains certain requirements regarding the use of funds to fulfill a “national objective,” as defined in the Act;

**WHEREAS**, the national objective to be fulfilled by the City’s use of its CDBG Program is the rehabilitation of multi-unit, renter-occupied housing by the CBDO for low and moderate (“Low and Moderate”) income families. Low- and Moderate-income families are defined in the Act, and the income ranges and rent limits will be as established for the HOME Program, as published annually by Indiana Housing & Community Development Authority, with a separate Lien and Restrictive Covenant Agreement required to be executed and recorded for each individual multi-unit property receiving CDBG assistance;

**WHEREAS**, the Act requires that the CBDO demonstrate its intent to rehabilitate such housing for Low- and Moderate-income families;

**WHEREAS**, the Act prohibits discrimination under any program or activity funded with CDBG moneys on the basis of race, color, national origin, sex, age, or handicap; additionally, the Act prohibits discrimination in housing programs and activities funded with CDBG on the basis of sexual orientation, gender identity or marital status;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the City and CBDO agree as follows:

1. CBDO Designation and Administration of Grant. City hereby designates and CBDO hereby agrees to serve as a CBDO for the Multi-unit Housing Rehabilitation portion (the “Project”) of the CDBG Program and to administer the Project in accordance with this Agreement and the Act.
2. Scope of Services. CBDO agrees to perform the services under this Agreement as outlined in the attached Exhibit A that is hereby incorporated by reference. In performing such services, CBDO agrees:
  - (a) To obtain all federal, state, and local government approvals, permits, licenses, and review required by law to be obtained for the performance of the rehabilitation work under this Agreement.
  - (b) To comply with all applicable, federal, state, and local laws and regulations pertaining to the performance of the rehabilitation work under this Agreement.

- (c) To conduct Tier II Environmental Review for each multi-unit property selected for rehabilitation, including preparing any necessary maps, preparing photo documentation for each property, contacting the local and county historians for review and comment, and preparing all narrative and documentation for DHPA Section 106 review.
  - (d) To submit to the City any and all documents demonstrating compliance with all federal and state rules and regulations. Such demonstrations will be provided at the request of the City. City's failure to request any supporting documentation, however, shall not excuse any failure on the part of CBDO to have complied with the applicable federal and state rules and regulations.
  - (e) To file claims on a timely basis with the City for the release of funds from the CDBG Program for reimbursement of the direct costs and program delivery costs incurred under the Project. All claims will be accompanied by verification of all costs incurred. Copies of the following documents must be on file with the City in order to process a claim: cost estimate with construction details and costs; claim for payment; invoices supporting claim amount.
  - (f) Claims will be limited to the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) for the Project. Program delivery costs are limited to a maximum of twenty five percent (25%) of direct costs, and shall not exceed Fifty Thousand Dollars (\$50,000.00).
  - (g) That all contracts and services and other procurement of materials, services, or construction shall be carried out in compliance with applicable laws and regulations, including but not limited to, those listed in Exhibit B.
  - (h) Provide proof of complying with all rules and regulations involving the rehabilitation work and Lead Based Paint requirements.
  - (i) That all federal fair housing and other requirements stated in the CDBG Program shall be met when performing the rehabilitation work under this Agreement.
  - (j) To maintain records adequate to identify and account for all costs pertaining to this agreement; to establish the eligibility of the household assisted under the program and such other records as may be required by statute, rule or regulations. These records shall be maintained for a period of four (4) years after project completion and shall be available to the City and authorized federal agencies.
  - (k) That City and Federal officials and representatives will have access to all books, accounts, records, reports, files, and other papers, things or property pertaining to the project in order to make audits, examinations, excerpts, and transcripts.
  - (l) To assist any or all of the City's personnel or agencies, designated by the City by contract or resolution or other written document, regarding the implementation of this Agreement, and such designated personnel and agencies shall provide information and cooperation to the CBDO to the extent provided in this Agreement and other contracts, resolutions, or written agreements.
  - (m) To provide any and all information as requested by the City to fulfill the requirements of the Federal Subaward Reporting System (FSRS). This includes having a DUNS # and maintaining a current and accurate Central Contractor Registration (CCR) account.
3. Release of Funds. The City agrees to release funds from the CDBG Program for direct costs and program delivery costs incurred by the CBDO as funds are requested by CBDO in accordance with City claim procedures as outlined in Exhibit C.

4. City Responsibilities. City agrees:
  - (a) To retain all Tier I environmental responsibilities and the responsibility for initiating any applicable inter-governmental review process. However, nothing in this Agreement shall be construed to create environmental responsibilities that do not otherwise exist.
  - (b) To file required paperwork and documents with the U.S. Department of Housing and Urban Development and any other necessary agencies on a timely basis with respect to the CDBG Program and to pay properly submitted and documented claims of the CBDO on a timely basis.
5. Designation of Project Coordinators. For purposes of this Agreement, the Project Coordinator for the City shall be Rhonda Yoder, CDBG Administrator, City of Goshen. The Project Coordinator for the CBDO shall be Chris Kingsley, President, Lacasa, Inc. Communications pertaining to this Agreement shall be through the respective Project Coordinators for the City and CBDO.
6. Term of Agreement.
  - (a) The term of this Agreement shall run from and including the 1st day of July 2020 through and including the 30th day of June 2021. All of CBDO's claims to release funds from the CDBG Program shall be submitted to the City no later than the day specified by the CDBG Administrator near the end of the contract period, approximately June 3, 2021, so that all claims can be paid within the contract year, except as needed to complete projects, including the associated reporting and paperwork, extending the term of the contract no longer than the end of calendar year 2021.
  - (b) When the CDBG Administrator is notified that CDBG funds are no longer available due to funding changes or lack of funding by the U.S. Department of Housing and Urban Development to support continuation of performance of the Agreement, the Agreement shall be canceled with not less than 30 days' notice to the CBDO from the City.
7. Audit Compliance. The CBDO shall provide the amount of federal funds expended in the CBDO's fiscal year, as requested by the City. If the CBDO expends \$750,000 or more of federal funds in a fiscal year, an audit following 2 CFR 200.514 must be conducted and a copy of the audit submitted to the City for review, within 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period, whichever is earlier. Any findings related to CDBG must be cleared by the City.
8. Uniform Administrative Requirements. CBDO agrees to comply with applicable uniform administrative requirements, as described in 2 CFR Part 200.
9. Notice. All notices required or permitted under this Agreement shall be submitted in writing to the other party to this Agreement, and delivered personally or sent by regular first-class mail:

City of Goshen, Indiana  
 Attn: Rhonda Yoder, CDBG  
 204 E. Jefferson Street, Suite 4  
 Goshen, Indiana 46528

Lacasa, Inc.  
 Attn: Chris Kingsley  
 202 N. Cottage Avenue  
 Goshen, Indiana 46528

Or at such other place as the parties may designate in writing from time to time.

10. Conflict of Interest. The CBDO represents that none of its employees, officers, or directors presently have any interest, either direct or indirect, which would conflict in any manner with CBDO's performance or procurement under this Agreement, and that no person having such interest shall be appointed or employed by CBDO; except that which is disclosed in writing by the CBDO to the City.

11. **CBDO Status:** Attached hereto as Exhibit D by this reference made a part hereof is a copy of correspondence from the City dated the 13th day of April 2020 designating Lacasa, Inc., as a CBDO.
12. **Tax Exempt Status.** Attached hereto as Exhibit E by this reference made a part hereof is a copy of correspondence from the Internal Revenue Service dated the 28th day of January 2003 confirming the 501(c)(3) tax exempt status of the CBDO.
13. **Default.**
  - (a) Upon CBDO's failure to comply with any of the terms and conditions contained within this Agreement or its failure to comply with the appropriate federal rules, laws, and regulations governing the administration of the CDBG funds, all rights inuring to the benefit of CBDO pursuant to this Agreement shall be suspended and this Agreement, shall be terminated upon delivery of written notice by the City. Furthermore, CBDO shall not be entitled to reimbursement from the City for any project in which CBDO is in default of its obligations imposed upon it pursuant to this Agreement, or is in violation of any federal rules, laws, or regulations governing the administration of CDBG funds. Upon City's default under this Agreement, all rights inuring to the benefit of City pursuant to this Agreement shall be suspended and this Agreement shall be terminated upon delivery of written notice by CBDO.
  - (b) Upon default by a party to this Agreement, the non-defaulting party shall be entitled to recover its damages, penalties incurred, costs and expenses sustained, and reasonable attorney fees from the defaulting party in addition to the remedies provided in subparagraph (a) above. A party shall be in default under this Agreement in the event it violates or fails to comply with any of the terms and conditions contained within this Agreement or the applicable state and federal laws, rules, and regulations.
14. **Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; provided, however that no assignment shall be effective to relieve a party of any liability under this Agreement unless the other party has consented in writing to the assignment and agreed to the release of such liability. The City and CBDO hereby acknowledge receipt of a duly executed copy of this Agreement complete with all exhibits attached hereto.

**IN WITNESS WHEREOF**, the CBDO and the City have caused this Agreement to be executed by a duly authorized individual as of the date first above written.

CBDO: LACASA, INC.

By: \_\_\_\_\_  
Chris Kingsley  
President

ATTESTED:  
By: \_\_\_\_\_

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

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

CITY:

CITY OF GOSHEN, INDIANA BY  
AND THROUGH THE MAYOR  
OF THE CITY OF GOSHEN, INDIANA

By: \_\_\_\_\_  
Jeremy P. Stutsman, Mayor



## **2020 CDBG PROPOSAL**

Lacasa is proposing to install a solar array and replace one pair of HVAC condenser units on the roof of the Hawks Building, 215 W Madison St, Goshen, IN. This building was rehabbed in 2015 and provides 33 units of affordable housing to the Goshen community. The building utilizes an air-source heat-pump system to provide heating and cooling. This is a very environmentally friendly system. But electricity is more expensive than natural gas as a fuel source, so the cost to heat, cool and operate the building is a major expense. We plan to upgrade the efficiency of the system 10-15% by replacing one of the three roof top condenser pairs. In addition to this savings in usage, we will be off-setting the purchase of electricity through on-site generation with the solar array.

Because the Hawks Building is 35 housing units and CDBG funds are the proposed funding source, this project will be subject to Davis-Bacon and Related Acts and the Federal Environmental Review Process. We will work with the City of Goshen to ensure that Lacasa and the procured contractor follows all Federal and City regulations pertaining to Davis-Bacon projects and Section 106 clearance.

Based upon similar projects Lacasa has undertaken, as well as project specific due-diligence related to the Hawks Building, Lacasa anticipates installing approximately 240 high-density solar panels, which will feed inverters inside the electrical equipment room. We will incorporate the newest and most-efficient, American-made, solar panels and inverters. A 90kW system would offset approximately 33% of the electricity used by the building over the course of a year – helping to lower the operating costs of the building by approximately \$19,000 per year!

### **TIMELINE**

July 6 2020	Send out RFPs to local Solar Installers
July 24	Select Solar Contractor
September 11	Send our RFP to local HVAC contractors
September 18	Select HVAC Contractor
August 3 – December 4	Installation of Solar Array and HVAC Equipment
January 2021	Grant Closeout (Could be as late as May/June 2021 if installation is in spring.)

### **BUDGET**

Sources:	\$250,000 in CDBG funds from the City of Goshen
Estimated Uses:	\$180,000 Solar Array Installation Contract
	\$50,000 HVAC replacement contract
	\$20,000 Program Delivery

### **PROCUREMENT**

Due to the required combination of design and installation in this type of solar project – Lacasa intends to utilize the Request For Proposals procurement method. We will send the RFP to not less than 3 local and/or regional full service solar installation and 3 HVAC firms. Contractors will be selected after grading each proposal on proposed utility savings, system cost, warranty and quality of the proposed products, efficiency of design, familiarity with Davis-Bacon wage requirements, and disruption to the building. This procurement process will be carried out by Brad Hunsberger - VP for Real Estate Development, Alan Greaser – VP for Asset Management, and Aaron Lehman – Housing Development Manager. Brad and Alan oversaw the adaptive reuse work of converting the Hawks Building into affordable housing and know the building better than anyone. All three team members worked together on installing solar on the roof of the Shoots Building in downtown Goshen in 2019.

## **Exhibit B**

### **I. Administrative Requirements**

#### **A. Financial Management**

##### **1. Accounting Standards**

The CBDO agrees to comply with 2 CFR Part 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

##### **2. Cost Principles**

The CBDO shall administer its program in conformance with 2 CFR Part 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

#### **B. Documentation and Record Keeping**

##### **1. Records to be Maintained**

The CBDO shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets the National Objective of the CDBG program of benefiting low/moderate income persons;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR 570.502, and 2 CFR Part 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

##### **2. Retention**

The CBDO shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of submission of the City's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

##### **3. Client Data**

The CBDO shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to the City or their designees for review upon request.

##### **4. Disclosure**

The CBDO understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or CBDO's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service, and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

##### **5. Close-Outs**

The CBDO's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, final close-out reports and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the CBDO has control over CDBG funds.

6. Audits and Inspections

All CBDO records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the CBDO within 30 days after receipt by the CBDO. Failure of the CBDO to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The CBDO hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning CBDO audits and, as applicable, 2 CFR Part 200.

C. Reporting and Payment Procedures

1. Indirect Costs

If indirect costs are charged, the CBDO will develop an indirect cost allocation plan for determining the appropriate CBDO's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

2. Payment Procedures

The City will pay to the CBDO funds available under this contract, based upon information submitted by the CBDO and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the CBDO, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund balances available in CBDO accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the CBDO.

D. Procurement

1. OMB Standards

Unless specified otherwise within this Agreement, the CBDO shall procure all materials, property, or services in accordance with the requirements of 2 CFR Part 200.

2. Travel

The CBDO shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this Agreement.

**II. Personnel and Participant Conditions**

A. Civil Rights

1. Compliance

The CBDO agrees to comply with all local and State of Indiana civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act (HCDA) of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The CBDO agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (PL 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the CBDO shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The

CBDO, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The CBDO agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 USC 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the CBDO with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity

1. Women- and Minority-Owned Businesses (W/MBE)

The CBDO will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term “minority and female business enterprise” means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The CBDO may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

The CBDO shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

The CBDO will send to each labor union or representative of workers with which it has a collective bargaining Agreement or other contract or understanding, a notice, to be provided by the agency contracting office, advising the labor union or worker’s representative of the CBDO’s commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The CBDO will, in all solicitations or advertisements for employees placed by or on behalf of the CBDO, state that it is an Equal Opportunity or Affirmative Action employer.

5. Subcontract Provisions

The CBDO will include the provisions of Paragraphs II.A., Civil Rights, and B., Equal Opportunity, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or contractors.

C. Employment Restrictions

1. Prohibited Activity

The CBDO is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The CBDO agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The CBDO agrees to comply with the Copeland Anti-Kickback Act (18 USC 874 *et seq.*) and its implementing regulations of the US Department of Labor at 29 CFR Part 5. The CBDO shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The CBDO agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for

construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the CBDO of its obligation, if any, to require payment of the higher wage. The CBDO shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a) Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the CBDO and any of the CBDO's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the CBDO and any of the CBDO's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The CBDO certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The CBDO further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The CBDO further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The CBDO certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b) Notifications

The CBDO agrees to send to each labor organization or representative of workers with which it has a collective bargaining Agreement, or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c) Subcontracts

The CBDO will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The CBDO will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The CBDO shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the CBDO from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a) Approvals

The CBDO shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such Agreement.

b) Monitoring

The CBDO will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c) Content

The CBDO shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d) Selection Process

The CBDO shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The CBDO agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the USC.

4. Conflict of Interest

The CBDO agrees to abide by the provisions of 2 CFR Part 200 and 570.611, which include (but are not limited to) the following:

a) The CBDO shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b) No employee, officer or agent of the CBDO shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c) No covered person who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or Agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the CBDO, the City, or any designated public agency.

5. Lobbying

The CBDO hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative Agreement;

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative Agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c) It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Agreements) and that all subrecipients shall certify and disclose accordingly:

d) Lobbying Certification:

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The CBDO agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

### III. Environmental Conditions

A. Air and Water

The CBDO agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 USC, 7401 *et seq.*
- Federal Water Pollution Control Act, as amended, 33 USC, 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the CBDO shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The CBDO agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

- D. **Historic Preservation**  
The CBDO agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

#### **IV. General Conditions**

- A. **Responsibilities**  
The Grantee will carry out its activities in compliance with the requirements of Subpart K of 24 CFR 570, except, however, that the Grantee does not assume the City's environmental responsibilities or the responsibility for initiating the environmental review process under 24 CFR part 52.



## Exhibit C

### City of Goshen Weekly Payment Procedures for CDBG Claims Effective December 8, 2014

Thursday NOON	Deadline to submit claims to CDBG Administrator for processing the following week
Friday	CDBG Administrator Review of Claim: Incomplete claims will be held until all required information is received
Monday (Week 1)	CDBG Administrator Reporting in HUD's online system for each claim (required before a claim may be processed)
Tuesday AM Tuesday PM	First drawdown authorization by CDBG Administrator Voucher submitted by CDBG Administrator to Clerk Treasurer's Office
Wednesday Wednesday, 3pm	Second drawdown authorization by Clerk Treasurer's Office Deadline for claim to be processed by Clerk Treasurer's Office for Board of Works
Monday (Week 2)	Claim approved and signed by Board of Works – all CDBG vouchers must be hand-signed by BOW members
Tuesday	Check written by Clerk Treasurer's Office



Exhibit D

Rhonda L. Yoder, AICP  
CDBG Program, CITY OF GOSHEN  
204 East Jefferson Street, Suite 4 • Goshen, IN 46528-3405

Phone (574) 537-3815 • Fax (574) 533-8626 • TDD (574) 534-3185  
rhodayoder@goshencity.com • www.goshenindiana.org

VIA ELECTRONIC MAIL

April 13, 2020

Lacasa  
Chris Kingsley, President/CEO  
202 N. Cottage Avenue  
Goshen, IN 46528

RE: Community Based Development Organization (CBDO) Designation

Dear Chris:

The City of Goshen CDBG Program is pleased to inform you that the City of Goshen CDBG Program has designated Lacasa as a Community Based Development Organization (CBDO) for CDBG Program Year 2020 (July 1, 2020 – June 30, 2021).

As a result of this designation, Lacasa is eligible to receive CDBG funding to carry out special CBDO activities which may include the following types of projects: Neighborhood Revitalization, Community Economic Development, and Energy Conservation.

For Program Year 2020, the following activities have received tentative approval for CDBG funding:

- Multi-unit Housing Rehabilitation, 410 E Jefferson Street, up to \$122,000
- Energy Conservation, Multi-unit Housing, 215 W Madison Street, up to \$250,000

CDBG funding for CBDO activities will be a secondary funding source, used with HOME and/or LIHTC. Rents will follow the rents required by the primary funding source, typically HOME and/or LIHTC, as set by IHCD. CDBG will require a concurrent five-year affordability period for all CBDO housing projects.

Please let me know if there are questions.

Sincerely,

A handwritten signature in black ink that reads "Rhonda Yoder". The signature is written in a cursive, flowing style.

Rhonda Yoder  
CDBG Administrator

cc: Jim Davis, Chief Operating Officer  
Brad Hunsberger, VP Real Estate Development

Exhibit E

Internal Revenue Service  
Director, Exempt Organizations  
Rulings and Agreements

Department of the Treasury  
P.O. Box 2508  
Cincinnati, Ohio 45201

Date: **JAN 28 2003**

LaCasa of Goshen, Inc.  
202 North Cottage Avenue  
Goshen, IN 46256-3346

Person to Contact:  
Thomas Kallman, ID# 31-07250  
Contact Telephone Numbers:  
877-829-5500 Phone Toll-Free  
513-263-3756 FAX  
Federal Identification Number:  
35-1554538

Dear Sir or Madam:

This modifies our letter dated November 18, 1970. In that letter we determined that your organization is exempt under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3). We determined that you were not a private foundation within the meaning of section 509(a) of the Code because you were an organization described in sections 509(a)(1) and 170(b)(1)(A)(i) of the Code.

In your letter dated November 11, 2002, you requested classification as an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code. Based on the information you provided, we have determined that you meet the requirements for the requested foundation classification. Accordingly, we have granted your request and modified your foundation status to reflect an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

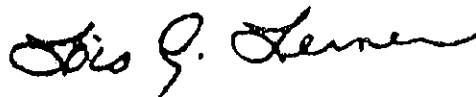
Your exempt status under section 501(a) of the Internal Revenue Code, as an organization described in section 501(c)(3) remains in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of such status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your exempt status and/or foundation status, you should keep it with your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations  
Rulings and Agreements

cc: Randall M. Jacobs



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

**TO:** Goshen Board of Public Works & Safety

**FROM:** Goshen Engineering

**RE:** **AGREEMENT WITH MACOG FOR TRAFFIC COUNTS**  
**JN: 2020-0003**

**DATE:** September 21, 2020

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Attached is the annual Agreement with MACOG to supply the City of Goshen with Traffic Counts at locations listed in the Agreement.

MACOG will also complete two (2) intersection analyses of our choice, which will include collecting traffic counts at the intersection, turn movements, signal timing data, digital photography, accident data, GPS data and a geometric layout of the intersection. Engineering is still determining which intersections we will ask to be done.

The Agreement is in the amount of \$2,000.00.

Please approve this Agreement by signing the attached 3 copies and returning them to the Engineering Department.

Thank you.

## MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into by and between the City of Goshen by and through the Board of Public Works and Safety, hereinafter referred to as "City", and the Michiana Area Council of Governments, hereinafter referred to as "MACOG".

### WITNESSETH:

**WHEREAS**, the City, has previously maintained an annual traffic counting program for the purposes of planning and project development and seeks to cooperate with the MACOG to obtain the traffic count data using MACOG staff,

**WHEREAS**, MACOG currently maintains an annual traffic counting program for the purpose of developing Vehicle Miles of Travel (VMT), Annual Average Daily Traffic (AADT), project selection, planning and other traffic related statistics.

**WHEREAS**, MACOG also maintains a four county, state traffic counting program, completes the HPMS counts for the state and collects other traffic counts in the region,

**WHEREAS**, MACOG has professional staff that collects and maintains traffic count database program throughout the region,

**WHEREAS**, MACOG working in partnership with its member cities, towns and counties is the data repository for the regions reporting and traffic statistics and as traffic count data is a major factor in the selection of projects for federal, state and local road projects it mutually benefits both parties that the traffic count program be consistently completed on a three year count cycle.

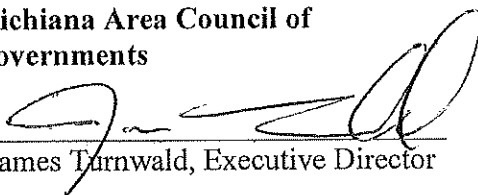
**IT IS THEREFORE AGREED** by and between the City and MACOG:

1. MACOG will collect traffic count data for the City at those sites within the county as listed on attachment A of this MOU and herein agreed to by both parties.
2. This MOU is renewable each year upon the signing of a similar agreement to provide traffic counting services,
3. MACOG, in partnership with the City will develop a mutually agreeable schedule of counting activities in such manner that all agreed sites will be counted in their entirety within a three (3) year cycle, (contingent upon this program being continued for a full three years).
4. Data to be collected shall be classification counts based on the thirteen (13) vehicle types as defined within the Federal Highway Administration's "Traffic Monitoring Guide". The counts shall be hourly, per direction, for a minimum of forty-eight (48) hours.

5. Data collected will be posted to the macoggis.com website.
6. MACOG further agrees to complete up to two (2) 12hr turning movement counts. MACOG will annually provide the Transportation Technical Advisory Council with a list of congested roads, however the City is responsible for identifying the intersections to be studied in writing to the MACOG Director.
7. Under this MOU, the City agrees to provide the MACOG \$2,000, which may be used by the MACOG as local technical assistance and planning, matching funds. These funds will be paid to the MACOG within 30 days of the effective date (July 1, 2020) of this agreement.
8. This memorandum of understanding may be declared null and void if:
  - A. Either party fails to abide by the intent of this Memorandum of Understanding or;
  - B. Both parties mutually agree to end this data partnering.
9. The effective dates for this Memorandum of Understanding will be July 1, 2020 through June 30, 2021 with provision for annual renewal.

**IN WITNESS WHEREOF**, City and MACOG, through the undersigned officials, have hereunto affixed their signatures.

**Michiana Area Council of Governments**

  
James Turnwald, Executive Director

Date: September 9, 2020

**City of Goshen**

\_\_\_\_\_

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

FY 2021 Counts - City of Goshen

30 Counts

Site	Street	Location	Latitude	Longitude
6231	6TH STREET	S OF MADISON STREET	41.581716	-85.831334
6192	7TH STREET	S OF MADISON STREET	41.58199941	-85.82982404
6006	BERKEY AVENUE	W OF GREENE RD	41.58064627	-85.86847698
6012	BURDICK STREET	E OF NINTH ST	41.57239906	-85.8263107
6242	CENTURY DRIVE	N OF KERCHER ROAD	41.55233	-85.775263
6013	CHICAGO AVENUE	S OF PIKE ST	41.58816346	-85.84295241
6240	CHICAGO AVENUE	W OF BEAVER LANE	41.597288	-85.859614
6024	COLLEGE AVENUE	E OF US 33	41.56632439	-85.78681563
6028	COTTAGE AVENUE	S OF MADISON STREET	41.58192298	-85.82885225
6302	DEWEY AVENUE	S OF LINCOLN AVENUE	41.586203	-85.848368
6224	EISENHOWER DRIVE	NE OF US 33	41.560204	-85.793389
6225	EISENHOWER DRIVE	SW OF US 33	41.55894	-85.79512
6238	EISENHOWER DRIVE NORTH	W OF CR 27	41.557126	-85.80648
6237	EISENHOWER DRIVE SOUTH	BETWEEN MESSICK DR SOUTH & CR 27	41.554505	-85.8084
6051	FIFTEENTH STREET	S OF COLLEGE	41.56510138	-85.81849454
6061	FOURTEENTH STREET	N OF COLLEGE	41.56638655	-85.81948663
6309	GREENE ROAD	N OF BERKEY AVENUE	41.58087	-85.86734
6310	GREENE ROAD	S OF BERKEY AVENUE	41.58039	-85.86734
6062	GREENE ROAD	N OF US 33	41.60244674	-85.86763223
6300	INDIANA AVENUE	N OF PIKE STREET	41.589177	-85.848282
6301	INDIANA AVENUE	N OF LINCOLN AVENUE	41.58656	-85.848246
6074	INDIANA AVENUE	S OF US 33 (PIKE STREET)	41.5886696	-85.84835881
6080	JACKSON STREET	E OF NINTH ST	41.57427045	-85.82642206
6084	JEFFERSON STREET	E OF SIXTH STREET	41.58377047	-85.83114154
6093	LINCOLN AVENUE	E OF GREENE ST	41.58651363	-85.86649012
6118	LOGAN STREET	E OF NINTH ST	41.585658	-85.82296182
6178	PLYMOUTH AVENUE	E OF MAIN STREET	41.5755999	-85.83065761
6180	PLYMOUTH AVENUE	E OF NINTH ST	41.57548605	-85.82587297
6187	RIVERSIDE BOULEVARD	N OF LINCOLN AVENUE	41.58714598	-85.85363929
6189	RIVERSIDE BOULEVARD	S OF LINCOLN AVENUE	41.58588487	-85.85363888



Jason Kauffman, CESSWI, Stormwater Coordinator  
STORMWATER DEPARTMENT, CITY OF GOSHEN  
204 East Jefferson Street, Suite 1 • Goshen, IN 46528-3405

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## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL  
WINCHESTER TRAILS PHASE TWO (JN: 2020-2013)**

DATE: September 21, 2020

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The developer of Winchester Trails Phase Two, affecting one (1) or more acres of land, has submitted a sufficient post-construction plan that is compliant with Ordinance 4329, "Uniform Requirements for Post-Construction Stormwater Management."

The Stormwater Department requests the Stormwater Board's acceptance of the plan.

**Requested Motion: I move we accept the post-construction stormwater management plan for Winchester Trails Phase Two as it has been found to meet the requirements of City Ordinance 4329.**

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Following plan acceptance, please sign the attached documents where denoted.





**Post-Construction Stormwater Management Plan (PCSMP)**

**Winchester Trails Phase Two**

**Project office is located at 400 Winchester Tail, Goshen, Indiana**

This Post-Construction Stormwater Management Plan (PCSMP) is accepted by the Stormwater Utility Board of the City of Goshen, Indiana, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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**Mayor-Signed**

**Jeremy Stutsman**  
**Mayor**

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**Member-Signed**

**Michael Landis**  
**Member**

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**Member-Signed**

**Mary Nichols**  
**Member**

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## **1.0 Introduction**

Per Indiana Administrative Code 327-15-13-16, "Stormwater Quality Management Plan Post-Construction Stormwater Runoff Control MCM" municipalities and urbanized areas are required to implement planning procedures to promote improved water quality within their jurisdiction.

The City of Goshen, Indiana, implemented its post-construction stormwater management requirements through Ordinance 4329, which became effective on January 25, 2006.

## **2.0 Project General Information**

### **Project Narrative**

The project is the final phase (Phase Two) for the Winchester Mobile Home Community in Goshen, Indiana. The project is known as Winchester Trails Phase Two.

The office for the mobile home community is located at 400 Winchester Trail in Goshen, Indiana.

- **A Location Map is provided on Page 17.**

The project includes the creation of forty-three (43) additional mobile home sites. Each of the sites will have a concrete drive and concrete runners. New streets are also being installed at the project.

The project will have both municipal drinking water and sanitary sewer services provided by the City of Goshen, Indiana. The water and sewer services were installed previously (circa late 1990s). Repairs will be made to the sanitary sewer based on televising that was completed earlier in the year.

### **Stormwater Conveyance System General Information**

A constructed stormwater conveyance system (storm structures, pipes, retention basins) was installed at the project in the late 1990s. The installed system includes the developed area of the Winchester Trails Mobile Home Park as well as the area that is currently under development.

Limited stormwater conveyance system improvements are being made at the project during Phase Two. The improvements include the installation of two (2) doghouse style manhole structures over an existing storm pipe. Additionally, a new stormwater inlet structure and a storm manhole will be installed at the project along with small sections of storm pipe adjacent to the new structures.

The existing stormwater conveyance system will also be used for Phase Two. The existing system contains stormwater inlets and storm pipes. The existing structures are designated as being catch basins on existing asbuilts for the project but they do not have sumps.

### **Project Detail Sheets**

- **Refer to Pages 26-34 for detail sheets for the project. The sheets include the locations of both the existing and proposed stormwater improvements at the project, locations of proposed drives and mobile homes, and the location of the new streets. The details were created from the Detailed Grading, Drainage, and Utility Plan that was prepared for the project.**

### **New Storm Structures and Storm Pipes**

The new stormwater conveyance system improvements at the project include the following components:

1. One (1) 30-inch storm inlet structures (Structure #10)
2. One (1) 48-inch storm manhole structure (Structure #11)
3. Two (2) 48-inch doghouse style storm manhole structures (Structures #12 and #15)
4. 40-feet of 18-inch storm pipe

### **Existing Stormwater Conveyance System**

A stormwater conveyance system was installed on portions of the project during a prior construction project. The existing system contains 18-inch, 30-inch, and 36-inch ADS pipes. The system utilizes seven (7) existing inlet structures. The structures are known as Structures #13, #14, #16, #17, #374, #375, and #777. Structures #374, #375, and #777 are located at the intersection of Birchwood Lane and Timbercrest Lane. Structures #374 and #375 are located at the northeast and northwest corners respectively of the intersection with Structure #777 being located on the south side of the intersection. Structure #777 is located outside the boundaries of Phase Two but the stormwater conveyance system for Phase Two ultimately discharges into the Structure.

**Note: The existing structures are designated as "catch basins" on the existing asbuilts done for the project. They are actually inlet structures without sumps.**

### **Existing Retention Analysis**

An Existing Retention Analysis has been prepared for the project. The analysis addresses the capacity of the existing retention basins serving the Winchester Trails community. It was determined by the analysis that the existing basins have the capacity to handle the additional runoff generated by the current improvements.

- **The Existing Retention Analysis is provided on Pages 35-43.**

### **Ownership**

The project is owned by YES Companies EXP Fred, LLC. The mailing address for the YES Companies is 5050 South Syracuse Street, Suite #1200, Denver, Colorado 80237

- **A copy of the Warranty Deed for the project is provided on Pages 19-25.**

### **Project Description**

The project is located in the Northwest Quarter (NW1/4) of Section 27, Township 36 North, Range 6 East, City of Goshen, Elkhart Township, Elkhart County, Indiana. The project is located within the boundaries of a large metes and bounds parcel.

The project is located on Parcel Number 20-11-27-326-006.000-015 in the records of the Elkhart County Auditor's Office.

- **A Property Record Card is provided on Page 18.**

### **Project Location**

The office for the project is located at 400 Winchester Trail in Goshen, Indiana. Phase Two is located at the north end of Port Royal Drive, which is located in the northwest corner of the existing mobile home park. Access to the Winchester Trails Mobile Home Community is off Regent Street in an area of Goshen commonly referred to as Waterford Commons.

- **A location map is provided on Page 17.**

### **3.0 Binding Requirements**

YES Companies EXP Fred, LLC is bound by an enforceable maintenance agreement approved by the City of Goshen, Indiana, and recorded in the Office of the Recorder of Elkhart County, Indiana, as a part of this Post-Construction Stormwater Management Plan or PCSMP.

- **The Maintenance Agreement is provided on Pages 53-61.**

The maintenance agreement designates YES Companies EXP Fred, LLC as the responsible party for the operation, maintenance, and repair of all installed or required stormwater management facilities. The maintenance agreement also designates funding provisions for the required maintenance.

### **4.0 Responsible Parties Duties**

Under the requirements of Ordinance 4329, non-exempt real estate is required to:

1. Maintain any stormwater measures and practices identified in the construction plans that are to remain in place after construction activities have been completed.
2. Install and maintain each post-construction stormwater quality measure approved as part of the construction plans.
3. Provide the Goshen City Department of Stormwater Management with a narrative description of the maintenance guidelines for all post-construction stormwater quality measures to facilitate their proper and long-term function and identify the entity or entities responsible for long-term maintenance. It is an obligation of the project owners and their successors in interest to provide these narrative descriptions to future parties who acquire interest in any portion of the real estate or who assume responsibility for the operation and maintenance of the post-construction stormwater quality measures.
4. Maintain all drainage systems in good working order.
5. Maintain natural drainage for any portion of the real estate not served by a constructed drainage system.
6. Maintain all erosion and sediment control systems installed on the real estate or identified as part of the construction plans unless such systems were temporary measures only intended to be in place during construction.
7. Annually inspect stormwater management facilities to insure compliance with this Ordinance and provide for the removal of silt, litter, grass cuttings, vegetation, and other debris from all stormwater structures (doghouse manholes and inlets).
8. Annually inspect all landscaping to insure compliance with the provisions of the management plan.
9. The party responsible for the operation and maintenance of the stormwater management facilities shall make and maintain records for all installation, maintenance, and repairs of all the systems, structures, and measures. Stormwater system maintenance records must be maintained for a minimum of five (5) years and made available to the Department of Stormwater Management at all reasonable times.

## **5.0 Potential Pollutants, Sources, Impacts**

The project will be used for residential purposes when completed. Sections 5.1, 5.2, and 5.3 (following) address potential pollutants, pollutant sources, and pollutant impacts on the environment.

### **5.1 Potential Pollutants**

1. **Suspended Solids (sand, silt, clay, etc.)**
2. **Nutrients**
3. **Trash and Debris**
4. **Oil, Grease, and Other Vehicular Fluids (transmission fluid, antifreeze, hydraulic fluids, fuels, etc.)**
5. **Bacteria**
6. **Temperature**
7. **Pesticides**

### **5.2 Potential Pollutant Sources**

1. **Suspended Solids** - generated by exposed soil, on-site storage of dirt, sand, etc., land disturbing activities within the project
2. **Nutrients** - generated by runoff from fertilized areas of landscaping (grass areas, areas of landscaping, etc.), pet waste
3. **Trash & Debris** - generated by discarded items such as plastic bottles, plastic bags, packaging materials, soft drink cans, fast-food containers, Styrofoam, cardboard, plastic sheeting, and related
  - **The project has weekly trash collections with wheeled and covered carts used for the collection and storage of trash at the individual homes.**
4. **Oil, Grease, and Other Vehicular Fluids**- generated by vehicles (cars, pickups, etc.), equipment (lawn maintenance equipment, etc.) and from fluid leaks or spills (vehicles and equipment)
5. **Bacteria** - generated by fertilizers, leaking trash receptacles, pet wastes
6. **Temperature** - generated by areas of pavement (asphalt and concrete), buildings or structures
7. **Pesticides** - improper application rates

### **5.3 Potential Pollutant Impacts**

1. **Suspended Solids** - carry pollutants such as toxic metals and organic pollutants via chemical bonding, suspended fine sediments cloud water and reduce the distance light penetrates into the water resulting in plant and fish kills
2. **Nutrients** - accelerate plant growth, cause algae blooms, unsightly visual effects (i.e.: cloudy water, mats of floating algae) - could impact the existing pond (retention basin) serving the project area
3. **Trash and Debris** - unsightly visual effects, can physically damage aquatic animals and fish, releases poisonous substances as it decays
4. **Oil, Grease, and Other Vehicular Fluids** - bind to sediment and settle to the bottom of streams, reduces oxygen transfer within bodies of water making water toxic for aquatic animals and plants
5. **Bacteria** - can cause odors, supports the growth of algae, can cause gastrointestinal issues in both humans and animals if contact with water is made - could impact the existing pond (retention basins) serving the project
6. **Temperature** - can cause stress in or kill cold-water species of plants and animals, lowers the concentration of oxygen in the water
7. **Pesticides** - reproductive failure in birds, fish kills, acute illness in humans, water contamination

## **6.0 Post-Construction Pollution Control Measures**

The project will utilize both structural and non-structural pollution control measures to minimize the transport of pollutants to local waterways.

### **6.1 Structural Pollution Control Measures**

Refer to Section 2.0, Stormwater Conveyance System General Information, for information on the stormwater conveyance system at the project. Additional information concerning the stormwater conveyance system follows.

- **Refer to Pages 26-34 for the location of the stormwater conveyance system (Grading, Drainage, and Utility Plan).**

#### **Storm Inlet Structures (New and Existing)**

One (1) 30-inch storm inlet structure is being installed at the project. The storm inlet structure will have an environmental warning stamp on the casting. The new structure is known as Structure #10.

The project is also utilizing seven (7) existing inlet structures. The structures are known as Structures #14, #16, #17, #13, #374, #375, and #777. Structures #374, #375, and #777 are located at the intersection of Birchwood Lane and Timbercrest Lane. Structures #374 and #375 are located at the northeast and northwest corners respectively of the intersection with Structure #777 being located on the south side of the intersection. Structure #777 is outside the boundaries of Phase Two but the stormwater conveyance system serving the project discharges into it.

- **The location of the storm inlet structures can be found on Pages 26-34.**
- **A detail for the new inlet structure is provided on Page 44.**
- **A detail for the casting and grate for the inlet structure is provided on Page 47. The existing structures have similar grates.**
- **A detail of a typical environmental stamp for the casting is provided on Page 47.**

#### **Storm Manhole**

One (1) new 48-inch storm manhole is being installed at the project. The manhole structure will have an environmental warning stamp on the casting.

- **Refer to Page 30 for the location of the manhole structure.**
- **A detail for a 48-inch storm manhole is provided on Page 45.**
- **A detail for the casting and grate for the structure is provided on Page 47.**
- **A detail of a typical environmental stamp for the casting is provided on Page 47.**



### **Doghouse Manholes**

Two (2) doghouse style manholes are being installed at the project. The manhole structures will have environmental warning stamps on the castings. The structures are being placed over an existing storm pipe at the project.

- **Refer to Pages 31-32 for the locations of the doghouse manhole structures.**
- **A detail for the doghouse style manholes is provided on Page 46.**
- **A detail for the castings and grates for the structures is provided on Page 48.**
- **A detail of a typical environmental stamp for the castings is provided on Page 48.**

### **Existing Retention Basin**

The existing retention basin serving the project is a focal point for the community. The pond is aerated to prevent algae growth. The pond has rock stabilization in place along the perimeter. There is also a smaller pond located offsite, which is tied into the larger basin or pond.

- **Refer to Pages 35-43 for an Existing Retention Analysis. The Analysis shows the locations of the ponds and also provides additional information on the ponds.**

### **Five (5) Year BMP Inspection Requirement**

Per the Post-Construction Stormwater Maintenance Agreement for YES Companies EXP Fred, LLC and its successors in interest shall have a best management practice (BMP) inspection conducted by a qualified individual once every five (5) years. Any maintenance or repair work identified by the report (inspection) shall be completed within 60 days of the report (inspection).

The expense of the inspection shall be borne by YES Companies EXP Fred, LLC and its successors in interest. A copy of the report (inspection) must be filed with the Goshen City Department of Stormwater Management.

- **An inspection form is provided on Pages 62-68.**

The City of Goshen or its designee is authorized to access the real estate known as Winchester Trails Phase Two which is located in the northwest corner of the Winchester Trail Mobile Home Community as the City or their designee deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations, or drainage easements to determine that proper maintenance is occurring.

- **A Location Map is provided on Page 17. The location of the current project is shown on the map.**

## **6.2 Non-Structural Pollution Control Measures**

Non-structural pollution control measures for the project include the following:

Building (mobile homes, office structure, sheds, and related) maintenance procedures done in a responsible manner will provide improvements in the quality of the stormwater runoff generated by the project.

The collection and proper disposal of lawn wastes will further reduce pollutants in the stormwater runoff at the project.

Collection of vehicle fluid leaks or spills from the surfaces of the paved areas of the project as they occur will improve stormwater runoff quality at the project.

Regular maintenance and sweeping of the paved areas of the project will also improve the quality of stormwater runoff generated by the project.

Regular trash collection and proper containment will provide a reduction in stormwater pollutants generated by the project.

The responsible party, YES Companies EXP Fred, LLC) must educate future purchasers of Winchester Trails Phase Two about the project's stormwater responsibilities.

Subsections follow which provide minimum best management practices for building maintenance, landscaping and lawn maintenance, vehicle fluids, paved areas (streets and driveways), maintenance, and trash collection and containment. The subsections are provided for general guidance.

### **Structure Maintenance (Mobile Homes, Office Building, Sheds, and Related)**

1. When pressure washing the structures and rooftops at the project, control runoff (i.e.: use the least amount of water as possible, direct all runoff to vegetated areas of the project and away from the stormwater conveyance system).
2. Properly dispose of construction wastes (excess concrete, wood, mortar, paints, etc.) generated during structure remodeling. Burying, burning, and dumping on vacant areas of the project are not proper disposal methods.
3. Store all toxic materials in covered and secured areas when not in use and during periods of precipitation.
4. Do not dump toxic substances onto hard surfaces (streets, driveways, etc.), onto the ground (grassed areas), into stormwater inlet structures (open grate structures) or into the pond of the development.
5. Switch to non-toxic chemicals for maintenance, as possible.
6. Dispose of hazardous materials (batteries, cleaners, paints, thinners, pesticides (includes herbicides, fungicides, rodenticides, and insecticides), fertilizers, etc. at a hazardous waste center.

### **Landscaping and Lawn Maintenance**

1. Use fertilizers and pesticides (includes herbicides, fungicides, rodenticides, and insecticides) at minimal amounts.
2. Use indigenous (native to Indiana) vegetation in landscaping.
3. Cover areas of landscaping with secured mulch to reduce sediment runoff.
4. Do not over water lawn or landscaping areas.
5. Mulch or collect all lawn maintenance debris (leaves, etc.) and dispose of according to local regulations.
6. Piles of excess dirt and mulch are to be stored as far away as possible from all stormwater inlet structures (open grate structures).
8. Employ erosion control and stabilization measures when areas of earth are disturbed.
9. Restabilize all bare areas within the project boundaries immediately (i.e.: erosion control blankets or permanent seeding). Place secured mulch on all areas of seeding as soon as seeding has been completed.

### **Oil, Grease, and Other Vehicular Fluids**

1. Collect leaked fluids including oil, grease and other vehicular fluids (transmission fluid, antifreeze, hydraulic fluids, fuels, etc.) from the paved surfaces of the project using kitty litter or other acceptable absorbents as the leaks occur and dispose of the used absorbents according to local regulations.
2. Recycle used oil and other related fluids; never place these products in the trash, dump them onto the ground (vegetated areas), flush them, pour them down drains within the mobile homes, or dump them into stormwater inlet structures (open grate structures).

### **Pavement Maintenance**

1. Conduct regular cleanings of all paved areas. Sweep streets prior to the onset of the wet season (minimum). Biannual sweepings in the fall (after leaves have fallen) and spring (when the use of sand/salt has ended) are recommended. Open grate structures within the streets should be sealed (i.e.: plastic sheeting under grate) prior to sweeping. Remove sealing material once sweeping has been completed.
2. When repairing asphalt, pre-heat, transfer or load hot bituminous material away from all stormwater inlet structures (open grate structures). Seal all inlets located within the repair area with a waterproof material prior to the placement of bituminous materials, seal coats, or related products. Remove covers once repair work is completed. Conduct surface repairs during dry weather only.
3. When repairs of concrete surfaces (drives, etc.) occur at the project, do so during periods of dry weather only. Seal any stormwater inlets (open grate structures) located within or directly adjacent to the repair area with a waterproof material prior to the placement of concrete. Remove covers once repair work is completed.
4. Follow proper concrete washout material disposal methods (i.e.: concrete washout pit or self-contained washout system on concrete delivery truck).

### **Trash Collection/Containment**

1. Trashcans are to be inspected on a regular basis; leaking Trashcans are to be replaced.
2. Trashcans are to be placed as far away as possible from all stormwater inlet structures (open grate structures).
3. Trashcans must be covered (i.e.: lids, etc.).
4. Trashcans are to be protected from wind dispersal and animals at all times.
  - **The project has weekly trash collections (City of Goshen) with wheeled and covered carts used for both the collection and storage of trash on the individual lots.**
5. A monthly collection of trash and debris is to occur within the project boundaries. The collection must include removing trash and debris from all stormwater inlet structure grates (open grate structures), from all paved surfaces (asphalt and concrete), from lawn and landscaped areas, from areas adjacent to the structures, and from all fencing on or adjacent to the project. Trash and debris include items such as fast food containers, plastic bottles, plastic bags, bottles, cans, packaging materials, Styrofoam, cardboard, plastic sheeting, etc.
6. Collected trash/debris is to be disposed of properly and is not to be burned, buried, or dumped on vacant areas of the project.

### **6.3 Location of Structural Control Measures**

- **Refer to Pages 26-34 (Drainage, Grading, and Utility Plan) for the location of all structural stormwater pollution control measures for the project.**
- **Refer to Section 2.0, Stormwater Conveyance System General Information, for additional information on the stormwater conveyance system at the project.**
- **Refer to Section 6.1, Structural Pollution Control Measures, for additional information on the stormwater conveyance system at the project.**

## **7.0 Installation of Structural Control Measures**

The post-construction pollution control measures will be installed during construction at the project. Upon completion of construction at the project, all identified structural control measures will be installed and operational.

Refer to **Pages 26-34** (Detailed Drainage, Grading, and Utility Plan) for the location of all structural stormwater pollution control measures for the project.

- **Refer to Section 2.0, Stormwater Conveyance System General Information, for additional information on the stormwater conveyance system at the project.**
- **Refer to Section 6.1, Structural Pollution Control Measures, for additional information on the stormwater conveyance system at the project.**

Detail sheets are provided for the structural control measures at the project. Detail sheets covering the overall project are provided.

- **Refer to Pages 26-34 for a Detailed Drainage, Grading, and Utility Plan.**
- **Refer to Pages 35-43 an Existing Retention Analysis for the project.**
- **Refer to Page 44 for a detail of a storm inlet structure.**
- **Refer to Page 45 for a detail for a storm manhole structure.**
- **Refer to Page 46 for a detail of a doghouse style structure.**
- **Pages 47-48 for details of the castings and grates for the storm structures.**
- **A detail of the required environmental warning stamp for the castings is provided on Pages 47-48.**
- **Refer to Page 49 for a typical detail for a Rear Yard Swale.**
- **Surface stabilization measures are provided on Pages 50-52. Seeding with secured mulch can be used for restabilization of disturbed areas at the project including the vegetated swales.**

## **8.0 Inspection and Maintenance Guidelines for Stormwater Pollution Control Measures**

Information regarding required post-construction stormwater management facilities inspections and maintenance procedures follow.

### **8.1 Inspection**

All stormwater management facilities must undergo, at the minimum, an annual inspection to document maintenance, repair needs, and insure compliance with the requirements of the Maintenance Agreement and Maintenance Covenant (**Pages 53-61**). Additionally, a Best Management Inspection Report of the site must be completed by a qualified individual every 5 years. The report (inspection) must be filed with the Goshen City Department of Stormwater Management.

**Note: Any repairs or maintenance identified by the report (inspection) must be made or completed within 60 days of the report.**

Inspection documentation shall be made for those pollution control measures under designated control of the responsible party. For the YES Companies EXP Fred, LLC items requiring annual inspection (minimum) include the following:

The stormwater conveyance system at the project includes the following components:

1. Eight (8) storm inlet structures (1 new inlet, 7 existing structures)
  2. One (1) 48-inch storm manhole structure
  3. Two (2) 48-inch doghouse style manholes
  4. 40-feet of 18-inch storm sewer pipe (new (located adjacent to Structures #10 and #11)
  5. Sections of ADS storm pipe varying in diameter from 18-inches to 36-inches
  6. An existing pond (retention basin)
- **Refer to Pages 26-34 (Drainage, Grading, and Utility Plan) for the location of the stormwater conveyance system at the project.**
  - **An Existing Retention Analysis for the project is provided on Pages 35-43.**
  - **Details for the stormwater conveyance system components are provided on Pages 44-52. The details include surface stabilization measures for future repairs/restabilization of vegetated areas at the project.**
  - **A form for documenting the inspections is provided on Pages 62-68.**

## **8.2 Maintenance Procedures**

Following are general guidelines for maintaining the stormwater conveyance system at the project. Refer to Section 8.1 for additional information regarding the stormwater conveyance system (i.e.: stormwater conveyances system components, etc.).

### **Storm Structures, Storm Pipes, and Castings & Grates/Lids**

Includes storm inlet structures (1 new, 7 existing), storm manhole structure, doghouse style manholes, castings, and grates/lids. The existing storm inlet structures are noted as being "catch basins" per the asbuilts provided for the project. The structures do not have sumps.

1. Inspect structures and remove built-up trash and debris from grates and structures - **monthly and after each storm event of 3 inches or greater**
2. Remove root intrusions from structures - **as needed**
3. Repair broken grates/lids and/or castings - **as needed**
4. Visually inspect storm pipes within the structures for signs of clogging - **annually (minimum)**
5. Clean pipes (roto roofer, etc) - **as needed to maintain flow within pipes, to be done by a qualified professional only**
  - Refer to Pages 26-34 for the locations of the structures.
  - Refer to Page 44 for a detail of the new storm inlet structure.
  - Refer to Page 45 for a detail of the new storm manhole structure.
  - Refer to Page 46 for a detail of the new doghouse style manholes.
  - Refer to Pages 47-48 for casting and grate details.
  - Refer to Pages 47-48 for a typical environmental warning stamp.

### **Existing Retention Basin**

The existing retention basin located within the Winchester Trails Community is a focal point for the development. The basin is aerated to help reduce the amount of algae. Regular maintenance is required to keep the basin functional. General maintenance guidelines are provided below.

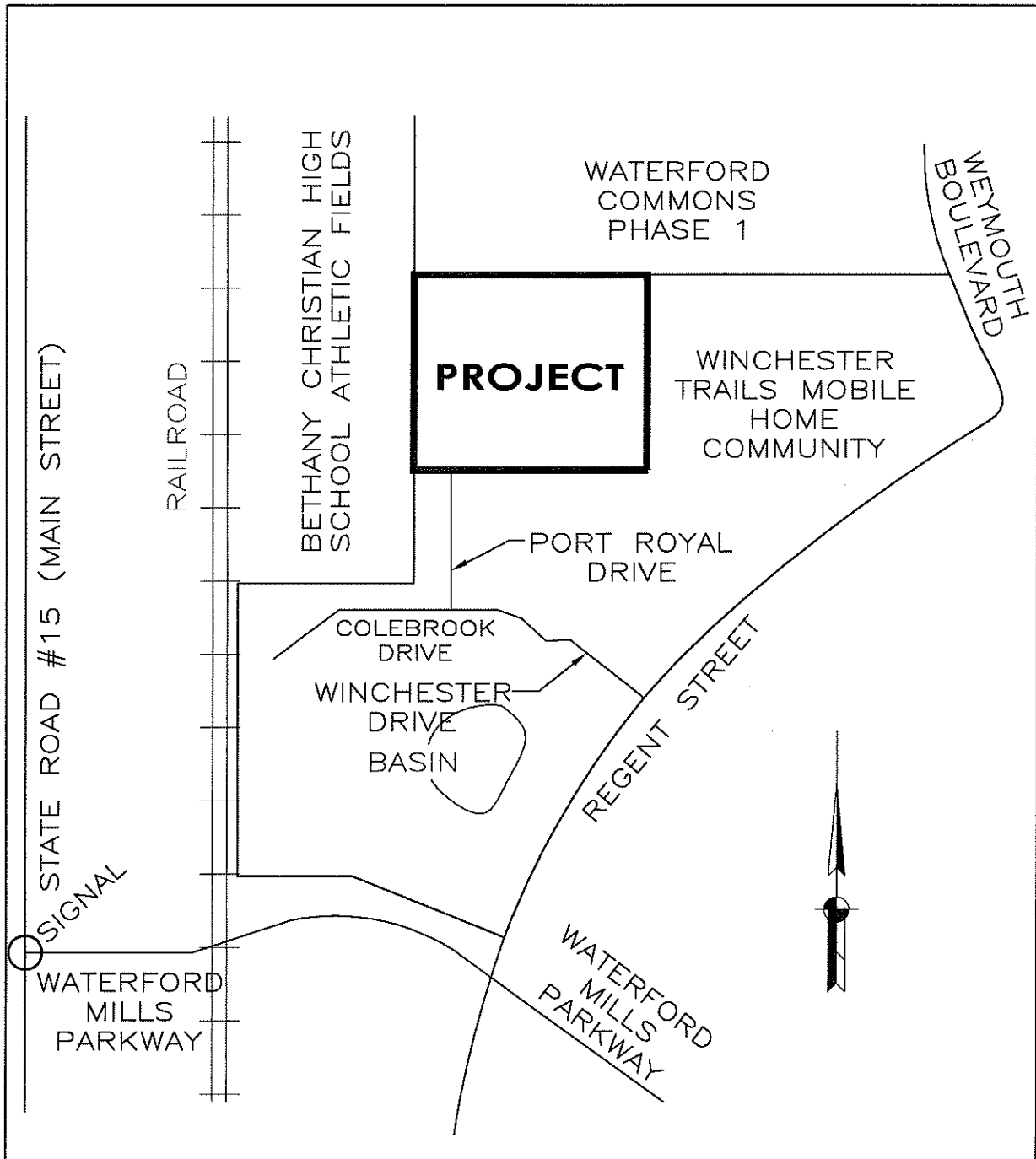
1. Collect and remove floating debris - **monthly and after each storm event of 3 inches or greater**
2. Remove woody growths from pond including along the bank - **monthly during growing season (minimum)**
3. Remove woody growths and related vegetation from areas adjacent to outlet pipes - **monthly during growing season (minimum)**
4. Add additional stabilization (riprap) adjacent to all outlet pipes to maintain stabilization - **annually (minimum)**
5. Spring maintenance includes the collection of all debris generated from snowmelt. This includes both loose trash/debris and floating trash/debris - **as snowmelt occurs**
6. Address algae blooms - **as they occur** (i.e.: application of an algaecide such as Mizzen® or GreenClean®, algaecides can cause fish kills due to rapid oxygen depletion, consult a professional prior to applying (i.e.: company specializing in aquatic weed control))
7. When mowing adjacent to the basin make sure that the discharge on the maintenance equipment is directed away from the pond - **as each mowing occurs**
  - Refer to Pages 35-43 for a Detailed Retention Analysis. The Analysis shows the location of the pond and provides additional information on the pond.

### **Rear Yard Vegetated Swales**

The project incorporates two (2) rear yard vegetated swales for the conveyance of stormwater runoff.

1. Inspect vegetated swales for signs of wetness or damage - **annually and after each 3-inch or greater storm event**
2. Check swales after storm events of 3-inches or greater to ensure that the swales dry within 36 hours - **after each storm event of 3-inches or greater**
3. Mow, do not cut vegetation shorter than 3 inches, length is desirable to allow vegetation to thrive during periods of drought and extreme temperatures - **frequently during growing season**
4. Remove clippings if excessive (deep enough to choke underlying vegetation) and a mulching or bagging mower was not used - **as needed**
5. Collect trash and debris prior to mowing - **frequently during growing season**
6. Repair eroded areas - **as they occur**
7. Clean grates on stormwater inlet structures to which the swales drain - **after each 3-inch or greater storm event and after each mowing**
8. Scrape bottoms of swales, remove sediment, restore original cross-sections and infiltration rates, immediately restabilize with permanent seeding and secured mulch to restore groundcover - **as needed (infrequent), to occur when swales fail to dry within 36 hours**
  - Refer to Pages 26-34 for the location of the swales.
  - A typical cross-section for a swale is provided on Page 49.





**ABONMARCHE**

1009 South Ninth Street  
 Goshen, IN 46526  
 T 574.533.9913  
 F 574.533.9911  
 abonmarche.com  
 COPYRIGHT 2020 - ABONMARCHE CONSULTANTS, INC.      Engineering - Architecture - Land Surveying

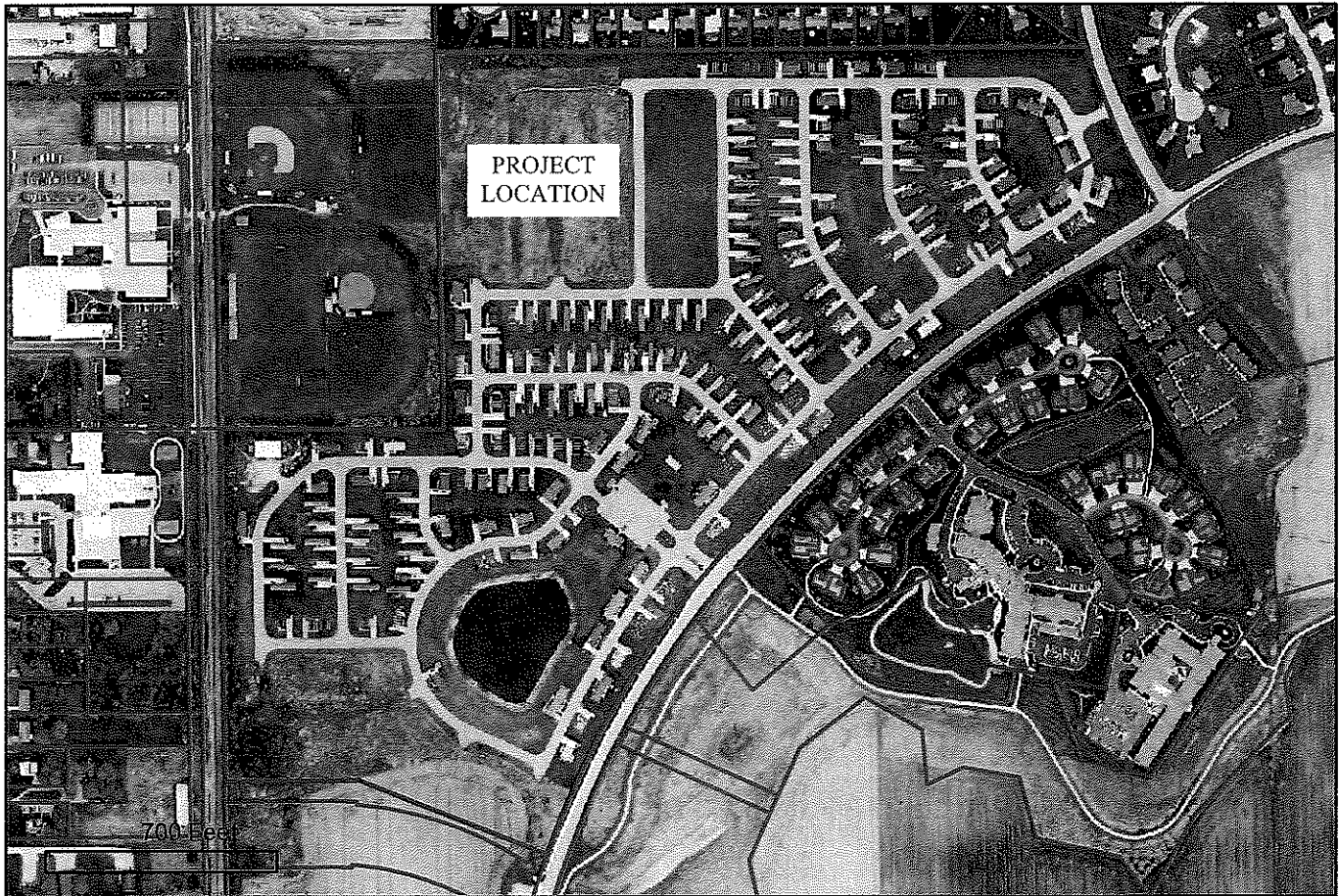
Battle Creek	South Bend
Benton Harbor	Hobart
Lafayette	South Haven
South Bend	Valparaiso
Ft. Wayne	

**DETAIL SHEET**

**LOCATION MAP**

# Elkhart County, IN

400 WINCHESTER TRAIL, GOSHEN, IN 46526  
20-11-27-326-006.000-015



## Parcel Information

**Parcel Number:** 20-11-27-326-006.000-015  
**Alt Parcel Number:** 11-27-326-006-015  
**Property Address:** 400 WINCHESTER TRAIL  
GOSHEN, IN 46526  
**Neighborhood:** 1549001-Commercial Mobile Home Park (015)  
**Property Class:** Commercial: Mobile Home Park - 415  
**Owner Name:** YES COMPANIES EXP FRED LLC C/O YES! COMMUNITIES  
**Owner Address:** 5050 S SYRACUE ST STE 1200  
DENVER, CO 802373388  
**Legal Description:** PT S1/2 E1/2 NW1/4 PT S1/2; W1/2 NE1/4 & PT SW1/4 EX ETC EX 1.079A SEC 27 82.151A

## Taxing District

**Township:** ELKHART TOWNSHIP  
**Corporation:** Goshen Community Schools

## Land Description

<u>Land Type</u>	<u>Acreage</u>	<u>Dimensions</u>
Primary Com & Ind	52.395	
Undeveloped Usable Com & Ind	28.483	
Secondary Com & Ind	1.273	

2018-08739

ELKHART COUNTY RECORDER  
JENNIFER L. DORIOT  
FILED FOR RECORD ON  
AS PRESENTED  
05/04/2018 02:21 PM

**LIMITED LIABILITY COMPANY WARRANTY DEED**

THIS INDENTURE WITNESSETH, that as of May 2, 2018, **Winchester Trails Partners LLC**, an Indiana limited liability company ("Grantor"), CONVEYS AND SPECIALLY WARRANTS to **YES Companies EXP Fred, LLC**, a Delaware limited liability company ("Grantee"), of Denver County, in the State of Colorado, for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, in the State of Indiana as more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), together with all buildings, improvements and fixtures located thereon and owned by Grantor as of the date hereof and all rights, privileges and appurtenances pertaining thereto, including, without limitation, all of Grantor's right, title and interest in and to all water, wastewater, wastewater capacity, drainage and utility rights and facilities and all rights-of-way, open or proposed streets, alleys, easements, strips or gores of land adjacent thereto (collectively, the "Real Property").

AND together with all right, title and interest (present or reversionary) in and to the oil, gas and other minerals in, on or under such Land owned by Grantor as of the date hereof, if any (collectively, "Minerals").

Subject to all easements, rights, appurtenances, reservations, rights of way, covenants, conditions, restrictions, and encumbrances of record, if any, in so far as the same are now in force and applicable, and general real estate taxes and assessments not delinquent.

The warranty of title by Grantor is limited to a warranty against the acts of Grantor and those claiming by, through or under Grantor and not otherwise.

Grantor is an Indiana limited liability company duly organized under the laws of Indiana, and the person(s) executing this deed on behalf of Grantor are fully empowered by proper action of the members of Grantor to execute and deliver this deed. Grantor has full capacity to convey the Real Property and Minerals and all necessary limited liability company action for the making of such conveyance has been taken and done.

*[Signature Page Follows]*

DISCLOSURE FEE PAID  
DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER  
May 04 2018  
PAULINE GRAFF, AUDITOR  
02350  
10.00

DM

756706-4-8044-v0.5

80-40578958

MC

20-11-27-251-001.000-015  
20-11-27-326-006.000-015

IN WITNESS WHEREOF, Grantor has caused the execution of this Limited Liability Company Warranty Deed by its duly authorized member(s) as of the date first above written.

WINCHESTER TRAILS PARTNERS LLC,  
an Indiana limited liability company

By: Asset Management Partners MH LLC,  
an Illinois limited liability company,  
its manager

By: Matt Nelson  
Name: Matt Nelson  
Title: Manager

STATE OF IL )  
) SS:  
COUNTY OF DUPAGE )

Before me, a Notary Public in and for said County and State, personally appeared Matt Nelson, the Manager of Asset Management Partners MH LLC, an Illinois limited liability company, the Manager of Winchester Trails Partners LLC, an Indiana limited liability company, who acknowledged the execution of the foregoing Limited Liability Company Warranty Deed as such manager of said limited liability company, and who, have been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 23 day of APR, 2018.

Alice S. Deller  
Signature

ALICE S. DELER  
Printed Name

Notary Public

7/27/21  
My Commission Expires:

KANE  
County of Residence:



SIGNATURE PAGE DEED WINCHESTER TRAILS

Send tax statements to and  
Grantee's mailing address is:

YES Companies EXP Fred, LLC  
c/o YES Companies  
1900 16th Street, Suite 950  
Denver, Colorado 80202  
Attention: Property Accounting

This instrument was prepared by:

Sean M. Clapp, Esq.  
Clapp Ferrucci  
9795 Crosspoint Boulevard, Suite 175  
Indianapolis, Indiana 46256  
Tel: (317) 578-9966 ext. 222

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

\_\_\_\_\_  
Sean M. Clapp

[SIGNATURE PAGE - DEED - WINCHESTER TRAILS]

Exhibit A

Legal Description of Land

TRACT I:

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-A; THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS EAST, 1969.6 FEET, ALONG THE SOUTH LINES OF THE RECORDED PLATS OF WATERFORD COMMONS PHASE 1-A AND WATERFORD COMMONS PHASE 1-B, TO THE SOUTHEAST CORNER OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-B; THENCE SOUTHEASTWARDLY, 302.19 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1576.42 FEET AND A DELTA ANGLE OF 10 DEGREES 58 MINUTES 59 SECONDS; THENCE SOUTH 59 DEGREES 07 MINUTES 27 SECONDS WEST, 454.66 FEET; THENCE SOUTH 30 DEGREES 52 MINUTES 33 SECONDS EAST, 224.43 FEET; THENCE SOUTHWESTWARDLY, 1193.44 FEET, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 4247.85 FEET AND A DELTA ANGLE OF 16 DEGREES 05 MINUTES 50 SECONDS, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 41 DEGREES 00 MINUTES 54 SECONDS WEST, 76.94 FEET, TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 2820.09 FEET AND A DELTA ANGLE OF 28 DEGREES 12 MINUTES 28 SECONDS; THENCE SOUTHWESTWARDLY, 1388.38 FEET, ALONG SAID CURVE; THENCE SOUTH 89 DEGREES 31 MINUTES 26 SECONDS WEST, 869.53 FEET, TO THE EASTERLY RIGHT-OF-WAY OF A RAILROAD; THENCE NORTH 00 DEGREES 37 MINUTES 59 SECONDS WEST 1641.56 FEET, ALONG THE LAST DESCRIBED LINE. THENCE SOUTH 89 DEGREES 58 MINUTES 59 SECONDS EAST, 669.73 FEET; THENCE NORTH 00 DEGREES 37 MINUTES 59 SECONDS WEST, 975.41 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 37 SECOND WEST, 161.27 FEET TO THE POINT OF BEGINNING.

TRACT II:

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-A; THENCE NORTH 89 DEGREES 59 MINUTES 10 SECONDS EAST, 1969.6 FEET, ALONG THE SOUTH LINES OF THE RECORDED PLATS OF WATERFORD COMMONS PHASE 1-A AND WATERFORD COMMONS PHASE 1-B, TO THE SOUTHEAST CORNER OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-B; THENCE SOUTHEASTWARDLY, ALONG A 3.6346 DEGREES CURVE TO THE LEFT 302.19 FEET THE PLACE OF BEGINNING; THENCE SOUTH 59 DEGREES 07 MINUTES 27 SECONDS WEST, 454.66 FEET; THENCE SOUTH 30 DEGREES 52 MINUTES

33 SECONDS EAST, 224.43 FEET THE NORTHERLY RIGHT-OF-WAY OF A PROPOSED STREET; THENCE NORTHEASTERLY ON SAID RIGHT-OF-WAY LINE ON A 1.3488 DEGREES CURVE TO THE RIGHT 149.20 FEET; THENCE NORTH 59 DEGREES 07 MINUTES 27 SECONDS EAST ON SAID RIGHT-OF-WAY LINE 300.09 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF A PROPOSED STREET; THENCE NORTH 30 DEGREES 42 MINUTES 33 SECONDS WEST ON SAID RIGHT-OF-WAY LINE 98.90 FEET; THENCE NORTHWESTERLY ON SAID RIGHT-OF-WAY LINE ON A 3.6346 DEGREE CURVE TO THE RIGHT 123.16 FEET TO THE PLACE OF BEGINNING.

TRACT I AND II ALSO DESCRIBED AS:

A PART OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-A; THENCE NORTH 89 DEGREES 57 MINUTES 35 SECONDS EAST ALONG THE SOUTH LINE OF THE RECORDED PLAT OF WATERFORD COMMONS PHASE 1-A. 1969.40 FEET TO A 5/8 INCH PIPE; THENCE SOUTHEASTERLY ON A 1576.42 FOOT RADIUS CURVE TO THE LEFT 425.34 FEET SUBTENDED BY A CHORD BEARING SOUTH 23 DEGREES 00 MINUTES 32 SECONDS EAST 424.05 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 30 DEGREES 44 MINUTES 18 SECONDS EAST 98.90 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 59 DEGREES 07 MINUTES 27 SECONDS WEST 300.14 FEET TO A 3/4 INCH PIPE; THENCE SOUTHWESTERLY ON A 4247.85 FOOT RADIUS CURVE TO THE LEFT 1342.59 FEET SUBTENDED BY A CHORD BEARING SOUTH 50 DEGREES 04 MINUTES 11 SECONDS WEST 1337.01 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 41 DEGREES 00 MINUTES 54 SECONDS WEST 76.94 FEET TO A 3/4 INCH PIPE; THENCE SOUTHWESTERLY ON A 2820.09 FOOT RADIUS CURVE TO THE LEFT SUBTENDED BY A CHORD BEARING SOUTH 26 DEGREES 54 MINUTES 40 SECONDS WEST 1374.40 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 89 DEGREES 27 MINUTES 17 SECONDS WEST 868.38 FEET TO A 3/4 INCH PIPE ON THE EAST LINE OF THE CONRAIL RAILROAD RIGHT-OF-WAY; THENCE NORTH 00 DEGREES 37 MINUTES 59 SECONDS WEST 1641.56 FEET TO A 3/4 INCH PIPE; THENCE SOUTH 89 DEGREES 59 MINUTES 48 SECONDS EAST 669.74 FEET TO A 3/4 INCH PIPE; THENCE NORTH 00 DEGREES 40 MINUTES 23 SECONDS WEST 975.41 FEET TO A 3/4 INCH PIPE; THENCE NORTH 00 DEGREES 44 MINUTES 43 SECONDS WEST 161.27 FEET TO THE PLACE OF BEGINNING.

EXCEPT:

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, PLEASANT PRAIRIE SUBDIVISION, RECORDED IN RECORD 3, PAGE 122, ELKHART COUNTY RECORDER; THENCE NORTH 1 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE EAST

BOUNDARY OF THE C.C.C. AND ST. L. RAILROAD 599.44 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO WINCHESTER TRAILS, L.P. BY DEED RECORD 98-013574, AND THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 1 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SAID EAST BOUNDARY 317.63 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS EAST, 303.58 FEET; THENCE EASTERLY 79.59 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 900.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 88 DEGREES 15 MINUTES 28 SECONDS EAST 79.56 FEET; THENCE NORTH 4 DEGREES 16 MINUTES 32 SECONDS EAST 10.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY 511.43 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 910.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 69 DEGREES 37 MINUTES 26 SECONDS EAST 504.73 FEET; THENCE SOUTH 23 DEGREES 25 MINUTES 04 SECONDS EAST 80.52 FEET TO A POINT ON THE CURVED NORTHWESTERLY BOUNDARY OF REGENT STREET, AS DEDICATED TO THE CITY OF GOSHEN BY DEED RECORD 2003-14265, ELKHART COUNTY RECORDER; THENCE SOUTHWESTERLY ALONG SAID NORTHWESTERLY BOUNDARY 67.41 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 2,819.89 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 13 DEGREES 06 MINUTES 40 SECONDS WEST 67.41 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 22 SECONDS WEST 868.16 FEET TO THE PLACE OF BEGINNING, AND CONTAINING 5.63 ACRES.

ALSO EXCEPTING:

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

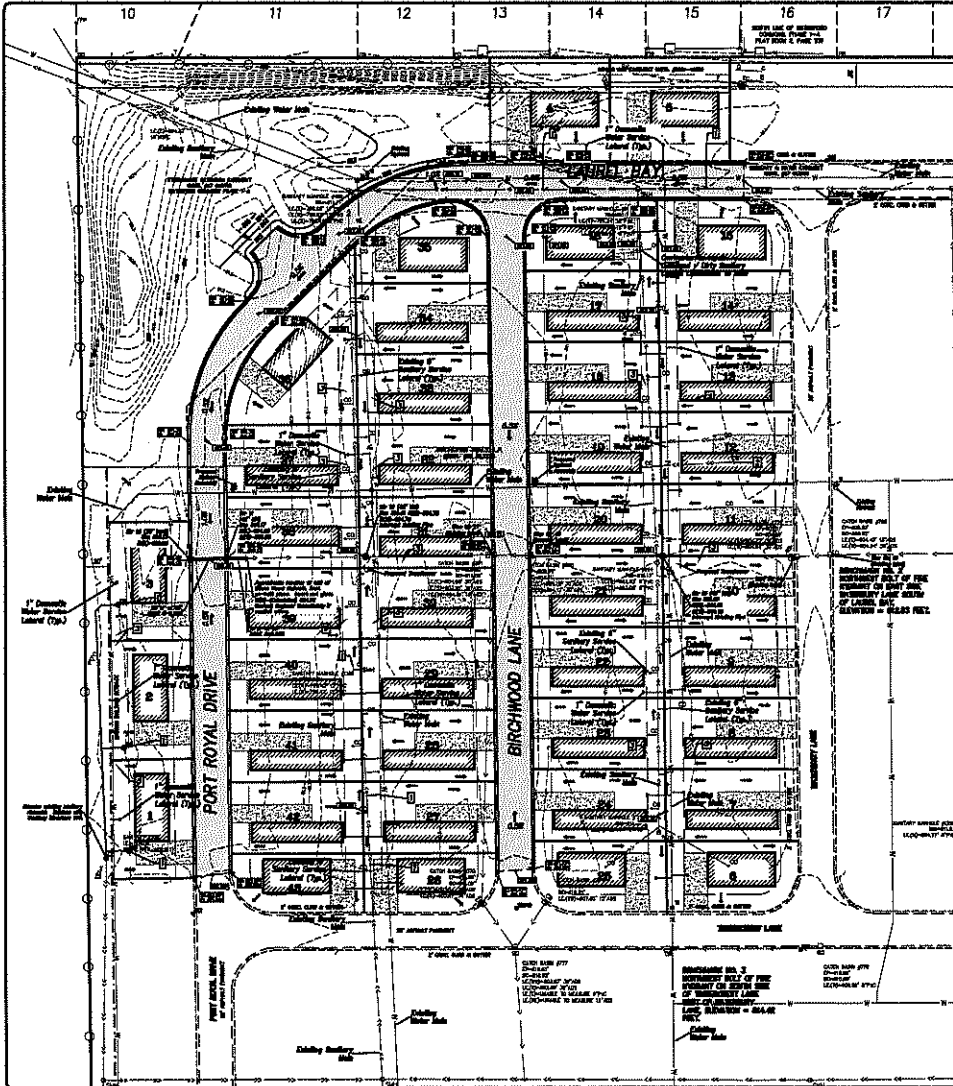
COMMENCING AT THE NORTHWEST CORNER OF LOT 1, PLEASANT PRAIRIE SUBDIVISION, RECORDED IN RECORD 3, PAGE 122, ELKHART COUNTY RECORDER; THENCE NORTH 1 DEGREE 00 MINUTES 54 SECONDS WEST ALONG THE EAST BOUNDARY OF THE C.C.C. AND ST. L. RAILROAD 599.44 FEET TO THE SOUTHWEST CORNER OF THAT TRACT OF LAND CONVEYED TO WINCHESTER TRAILS, L.P. BY DEED RECORD 98-013574; THENCE CONTINUING NORTH 1 DEGREE 00 MINUTES 54 SECONDS WEST ALONG THE SAID EAST BOUNDARY 317.63 FEET TO THE PLACE OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 1 DEGREES 00 MINUTES 54 SECONDS WEST ALONG THE SAID EAST BOUNDARY 200.00 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 32 SECONDS EAST 304.36 FEET; THENCE EASTERLY 97.27 FEET ALONG AN ARC TO THE RIGHT HAVING A RADIUS OF 1,100.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 88 DEGREES 15 MINUTES 28 SECONDS EAST; 97.24 FEET; THENCE SOUTH 4 DEGREES 16 MINUTES 32 SECONDS WEST 10.00 FEET; THENCE EASTERLY AND SOUTHEASTERLY 549.62 FEET ALONG A NON-TANGENT ARC TO THE RIGHT HAVING A RADIUS OF 1,090.00 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 71 DEGREES 16 MINUTES 44 SECONDS EAST 543.82 FEET; THENCE NORTH 67 DEGREES 50 MINUTES 50 SECONDS EAST 65.65 FEET TO A POINT ON THE CURVED NORTHWESTERLY BOUNDARY OF REGENT STREET, AS DEDICATED TO THE CITY OF GOSHEN BY DEED RECORD 2003-14265, ELKHART COUNTY RECORDER; THENCE SOUTHWESTERLY ALONG SAID



NORTHWESTERLY BOUNDARY 291.86 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 2,819.89 FEET AND SUBTENDED BY A LONG CHORD BEARING SOUTH 16 DEGREES 45 MINUTES 40 SECONDS WEST 291.73 FEET; THENCE NORTH 23 DEGREES 25 MINUTES 04 SECONDS WEST 80.52 FEET; THENCE NORTHWESTERLY 511.43 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 910.00 FEET AND SUBTENDED BY A LONG CHORD BEARING 69 DEGREES 37 MINUTES 26 SECONDS WEST 504.73 FEET; THENCE SOUTH 4 DEGREES 16 MINUTES 32 SECONDS WEST 10.00 FEET; THENCE WESTERLY 79.59 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 900.00 FEET AND SUBTENDED BY A LONG CHORD BEARING NORTH 88 DEGREES 15 MINUTES 28 SECONDS WEST 79.56 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS WEST 303.58 FEET TO THE PLACE OF BEGINNING, CONTAINING 4.26 ACRES.

AND ALSO EXCEPTING THEREFROM:

A PART OF THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, ELKHART COUNTY, INDIANA, AND BEING THAT PART OF THE GRANTORS' LAND LYING WITHIN THE RIGHT-OF-WAY LINES DEPICTED ON THE ATTACHED RIGHT-OF-WAY PARCEL PLAT, MARKED EXHIBIT "B", DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1 OF PLEASANT PRAIRIE SUBDIVISION, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 3, PAGE 122 IN THE OFFICE OF RECORDER OF ELKHART COUNTY, INDIANA; THENCE NORTH 01 DEGREE 00 MINUTES 54 SECONDS WEST 1,117.07 FEET ALONG THE EAST BOUNDARY OF THE C.C.C. AND ST. L RAILROAD (ALSO KNOWN AS PENNSYLVANIA LINES LLC) TO THE SOUTHWEST CORNER OF THE GRANTOR'S LAND AND BEING THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 01 DEGREE 00 MINUTES 54 SECONDS WEST 65.27 FEET ALONG THE WEST LINE OF THE GRANTOR'S LAND; THENCE NORTH 89 DEGREES 48 MINUTES 12 SECONDS EAST 407.58 FEET TO POINT "9070" DESIGNATED ON SAID PLAT; THENCE SOUTH 68 DEGREES 27 MINUTES 04 SECONDS EAST 613.07 FEET TO THE NORTHWEST BOUNDARY OF REGENT STREET; THENCE SOUTH 67 DEGREES 50 MINUTES 50 SECONDS WEST 65.65 FEET ALONG SAID BOUNDARY; THENCE WESTERLY 549.62 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 1,090.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 71 DEGREES 16 MINUTES 44 SECONDS WEST AND A LENGTH OF 543.82 FEET; THENCE NORTH 04 DEGREES 16 MINUTES 32 SECONDS EAST 10.00 FEET; THENCE WESTERLY 97.27 FEET ALONG A NON-TANGENT ARC TO THE LEFT HAVING A RADIUS OF 1,100.00 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF NORTH 88 DEGREES 15 MINUTES 28 SECONDS WEST AND A LENGTH OF 97.24 FEET; THENCE SOUTH 89 DEGREES 12 MINUTES 32 SECONDS WEST 304.36 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.079 ACRES MORE OR LESS.



**DRAINAGE CALCULATIONS**

The overall Winchester Trails Development was designed for the City of Boston Stormwater Management Plan. The site is located in a residential area with a 3-year return period. The design storm is a 3-hour event, which results in a 1.50 inch per hour rain rate.

The retention area is shown in Figure 1 of the project. The retention area is shown in Figure 1 of the project. The retention area is shown in Figure 1 of the project.

**PERMITTED EXISTING CALCULATIONS**

**PROPOSED RETENTION BASIN**

**GRADING NOTES**

**KEYNOTE LEGEND**

**BENCHMARKS**

**DRAINAGE LEGEND**

**GENERAL NOTES**

1. Construction, materials, and methods shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
2. Contractor shall verify all utility locations prior to construction for location of underground utilities. Any changes from the existing utility locations shall be reported to the City of Boston.
3. Materials and methods shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
4. Any excavation for additional pavement, sidewalk, curb, etc., shall be reported to the City of Boston.
5. The timing of events shall be coordinated with the City of Boston.
6. Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barriers, cautions, and traffic control devices in accordance with the latest Standard Construction Specifications of the City of Boston.
7. Contractor shall obtain all necessary permits from the appropriate regulatory agencies with the City of Boston and the State of Massachusetts.
8. All grading for the site shall be performed in accordance with the latest Standard Construction Specifications of the City of Boston.
9. Contractor shall verify the water table and include in the bid the cost for monitoring the water table during construction.
10. Retention and storage shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
11. The retention and storage shall be in accordance with the latest Standard Construction Specifications of the City of Boston.

**GRADING NOTES**

1. Contractor shall follow the latest Standard Construction Specifications of the City of Boston.
2. All grading shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
3. Grading shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
4. Retention and storage shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
5. All proposed retaining walls shall be in accordance with the latest Standard Construction Specifications of the City of Boston.
6. Positive drainage shall be maintained to prevent any ponding of water or accumulation of water on the site.
7. Final grade of all existing structures shall be in accordance with the latest Standard Construction Specifications of the City of Boston.

**KEYNOTE LEGEND**

- 1. Contractor to install 12" Schedule 40 Black Steel Lateral for Lateral Line to be installed with existing Lateral Line. Lateral Line to be installed with 12" Schedule 40 Black Steel Lateral.
- 2. All and Dry Utility Lateral per City of Boston Specifications to Lateral Line with 12" Schedule 40 Black Steel Lateral.
- 3. Supply Manhole and Manhole to Manhole. Utility Lateral to be installed. Contractor shall coordinate with City and Boston.

**BENCHMARKS**

**DRAINAGE LEGEND**



**ABONMARCHÉ**  
 CONSULTING ENGINEERS  
 400 WINCHESTER TRAIL, COVENANT, MA 02458

**WINCHESTER TRAILS PHASE TWO:  
 WATERFORD COMMONS P.U.D.**

**DRAINAGE, GRADING, AND UTILITY PLAN  
 (PHASE TWO)**

**DATE:** 03-04-2020  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 19-0921  
**REVISION:** C.2.1

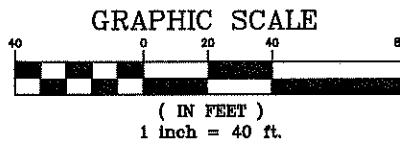
by the Owner. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas.

3. Topsoil shall not be placed on the bottom and sides of the retention basins. Retention basin banks shall receive a sandy loam mixture. See Construction Details.
4. Retention Basin shall be stabilized with erosion control blankets once final grading is completed.
5. All exposed subgrade shall be proof-rolled and witnessed by a Geotechnical Engineer or qualified representative to determine unsuitable soil locations prior to any paving operations. Any unsuitable soil shall be excavated, backfilled, and compacted with suitable material in accordance with the plans and capable of supporting the anticipated loadings of the project.
6. Positive drainage shall be maintained to prevent any ponding of water or encroachment onto adjacent properties.
7. Finish grade at all building doorways equals the building finish floor elevation unless otherwise noted.
8. Proposed contours show grading intent only. Contractor shall use proposed spot grade elevations and check all grade stakes to ensure positive drainage to stormwater system is achieved. Contact Engineer if additional grades are needed or if any discrepancies or conflicts which become apparent before or during construction are found so that clarification or redesign may occur.

### KEYNOTE LEGEND

- 1 Contractor to Install 6" Sanitary PVC SDR-35 Lateral for Lots Not Supplied with Existing Lateral. Lateral Locations Shall be Marked with PVC Pipe Above Ground per City of Goshen Requirements
- 2 Cut and Cap Sanitary Laterals per City of Goshen Requirements in Lots with More than 1 Sanitary Lateral.
- 3 Supply Electric and Phone Lines to Each Lot. Utility Routing Not Shown. Contractor Shall Coordinate with Owner and Service Provider.

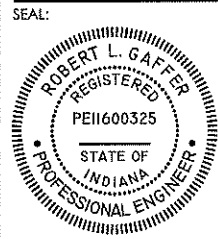
ST OF  
SOUTH  
LANE  
Elevation  
Elevation



SHEET TITLE:  
**DRAINAGE, GRADING, AND UTILITY PL  
(PHASE TWO)**

DRAWN BY: RLG  
DESIGNED BY: RLG  
P/M REVIEW: CMW  
QA/QC REVIEW:

DATE: 03-04-2020



SIGNATURE: Robert L. Gaffer  
DATE: 03-04-2020

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

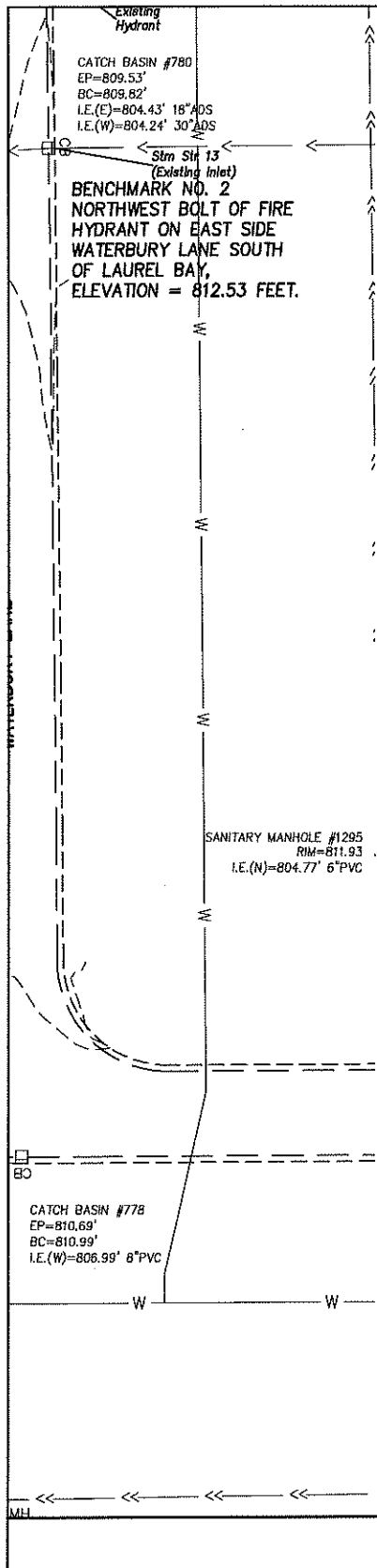
SCALE:  
HORZ: 1"=40'  
VERT:

ACI JOB # 19-0921

SHEET NO.

**C2.1**

NO.	REVISION DESCRIPTION:	BY:	DATE:



provided to each lot. Sanitary and water laterals and mains construction shall meet City of Goshen Requirements.

- 3. Topsoil basin Const
- 4. Refer grad
- 5. All ex Geote soil h excav with proje
- 6. Posit encro
- 7. Finish eleva
- 8. Propo propo posit addit becom clarif

**KEYNO**

- [1] Co wi Gr
- [2] Cu Ma
- [3] Su Co

**BENCHMARKS**

BENCHMARK NO. 1  
NORTHWEST BOLT OF FIRE HYDRANT ON SOUTH SIDE LAUREL BAY EAST OF WATERBURY LANE, ELEVATION = 814.82 FEET.

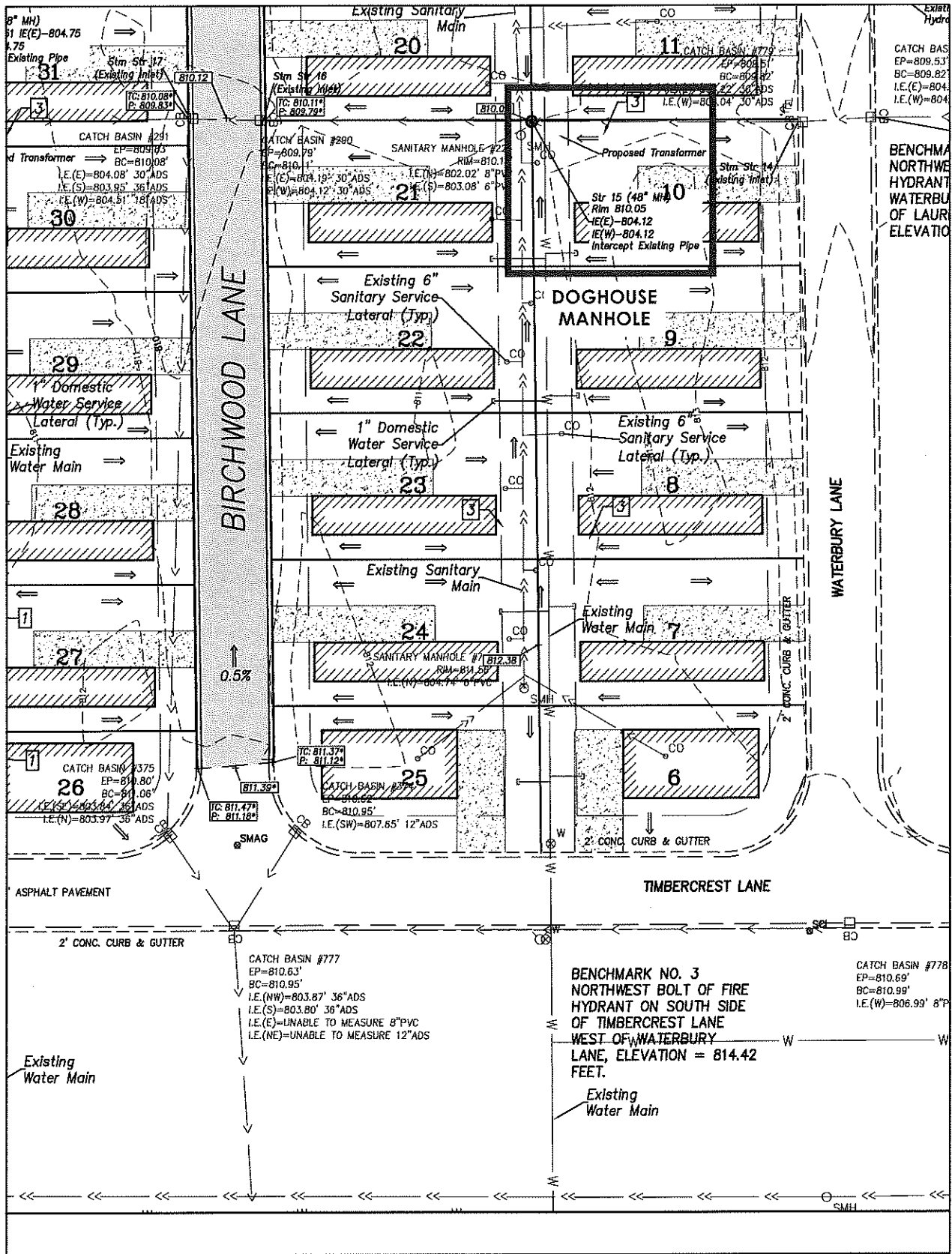
BENCHMARK NO. 2  
NORTHWEST BOLT OF FIRE HYDRANT ON EAST SIDE WATERBURY LANE SOUTH OF LAUREL BAY, ELEVATION = 812.53 FEET.

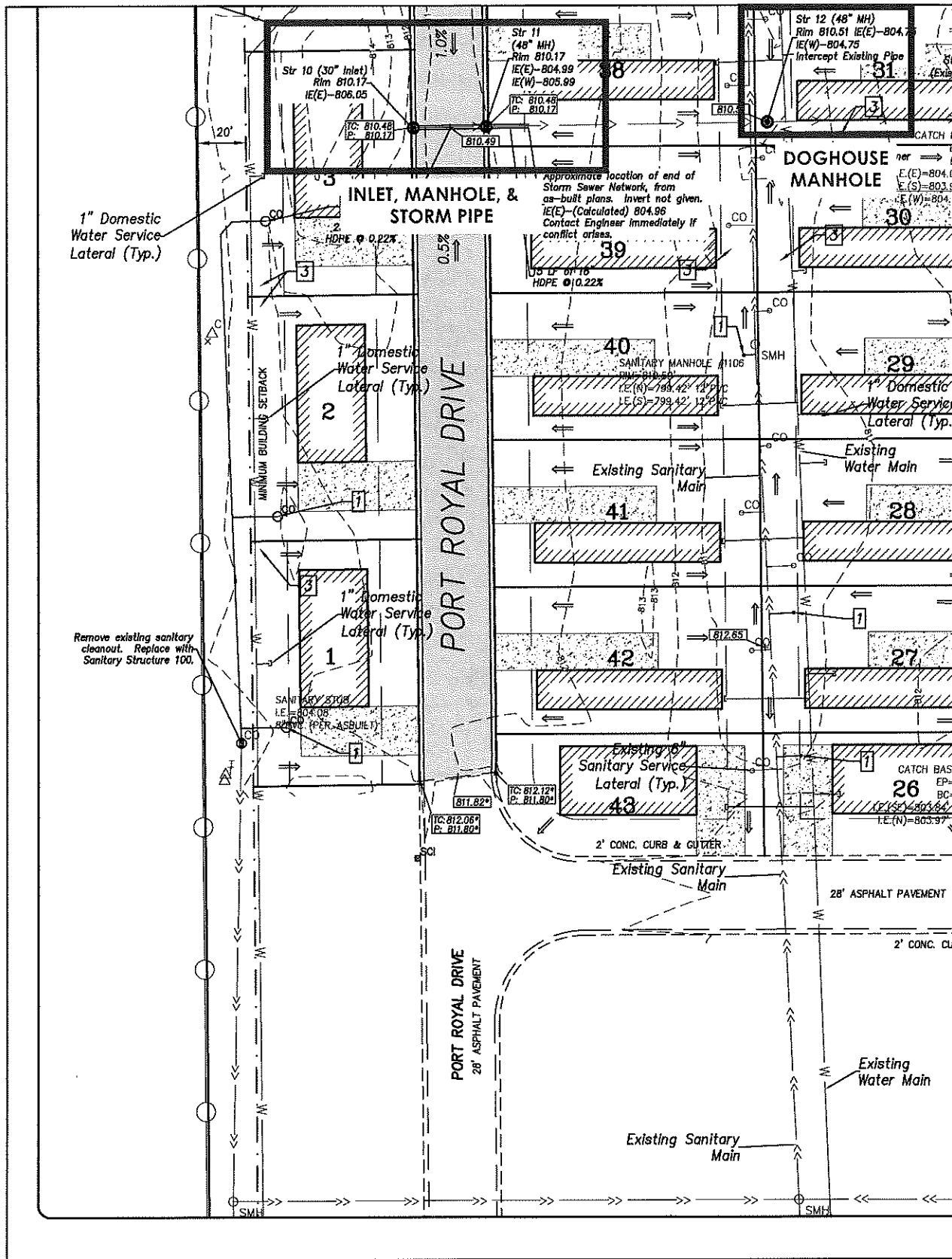
BENCHMARK NO. 3  
NORTHWEST BOLT OF FIRE HYDRANT ON SOUTH SIDE OF TIMBERCREST LANE WEST OF WATERBURY LANE, ELEVATION = 814.42 FEET.

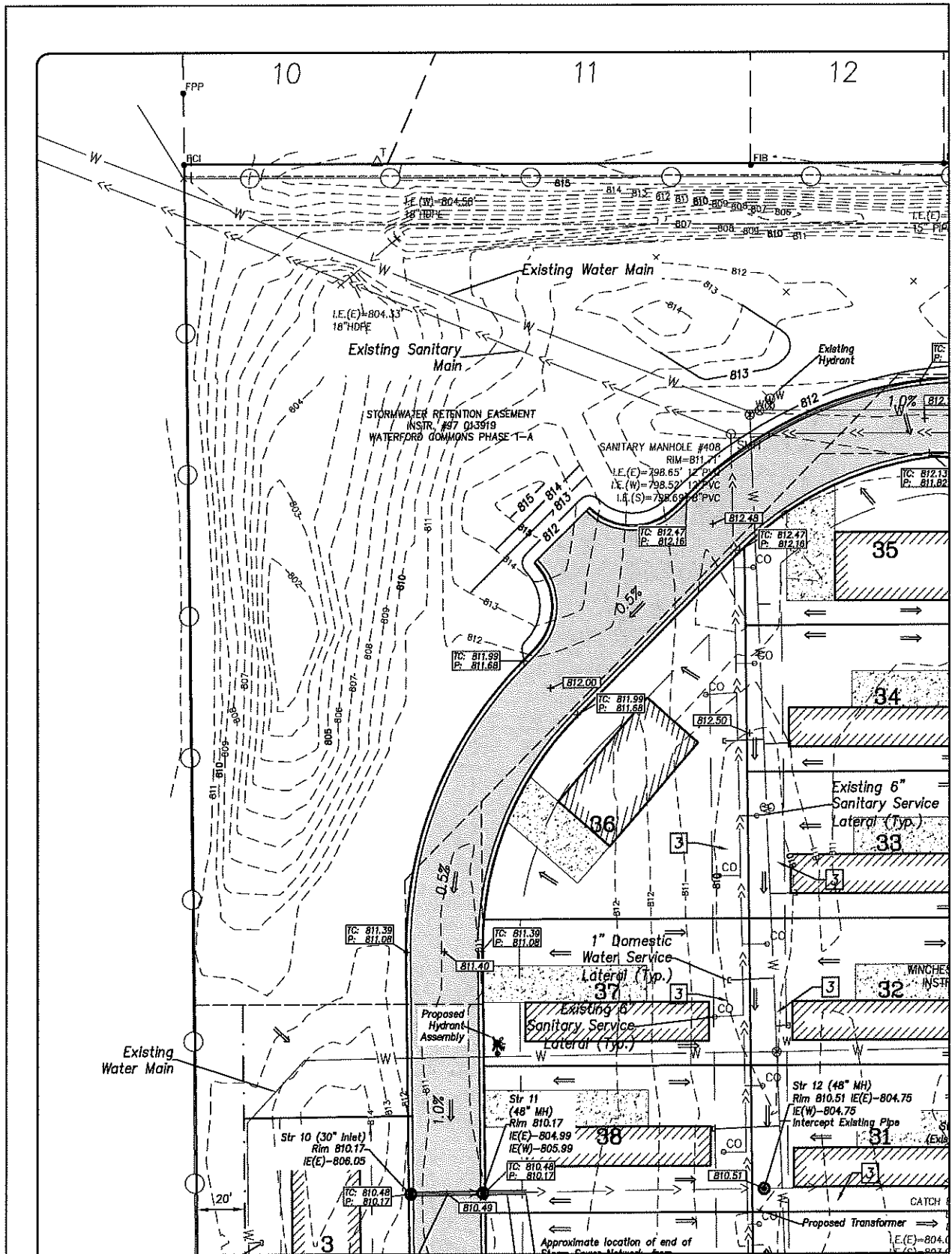
**DRAINAGE LEGEND**

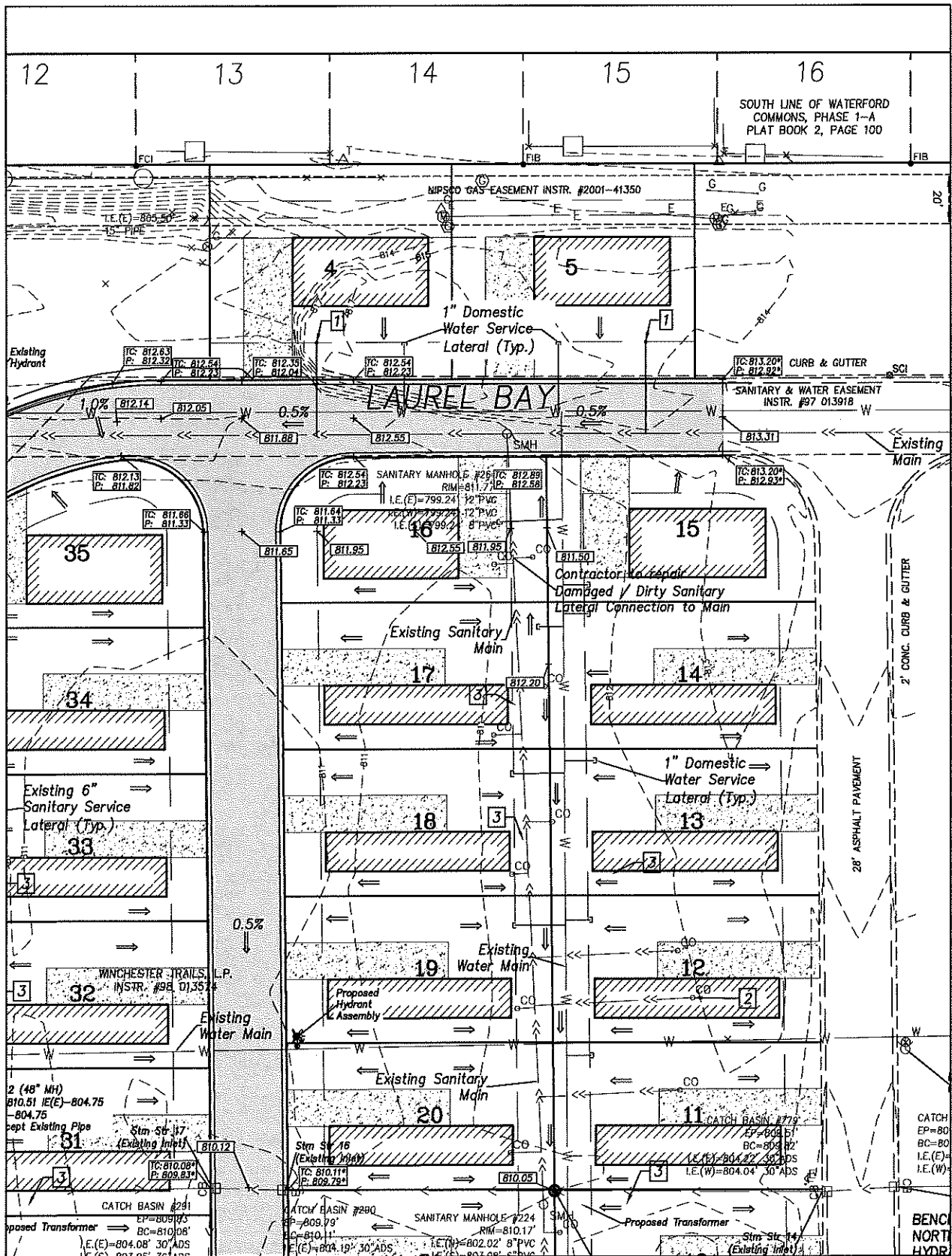
- [100.00] Proposed Spot Grade / Rim Elevation
- [100.00\*] Existing Spot Grade / Rim Elevation
- FF Finished Floor Elevation
- ↗ 2.0% Hard Surface Slope
- ↗ Drainage Direction

NO.	REVIS
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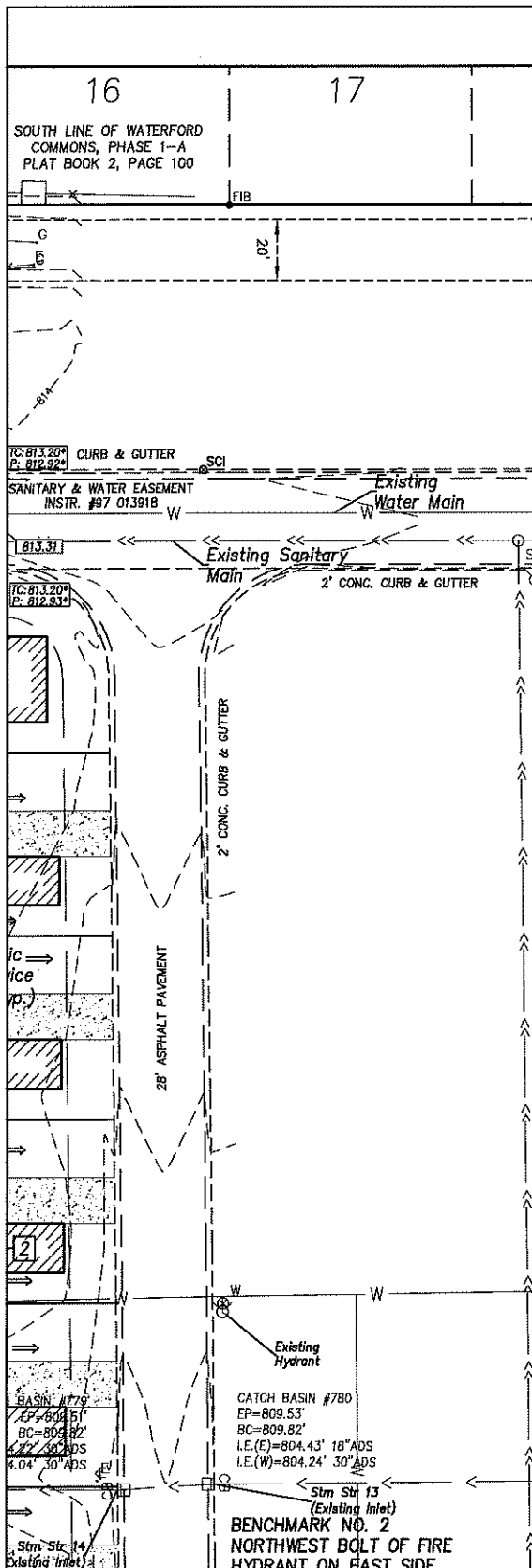












## DRAINAGE CALCULATIONS

The overall Winchester Trails Development was designed for the fully developed lots to utilize a common detention area area in accordance with the City of Goshen Stormwater Drainage Policy and Technical Review Requirements for a 3-inch rainfall, which closely represents a 100 year, 1 hour storm event.

The detention was approved and constructed in Phase 1 of the project. The calculations shown on these plans demonstrate that the current project is still within the City of Goshen's Design Requirements.

Catchment Area of Proposed Detention Basin = 83.5± Acres

### Building / Hard Surface / Lawn

Proposed Building (C=0.90)	= 4.55
Proposed Hard Surface (C=0.90)	= 1.00
Lawn / Open Space (C=0.30)	= 4.55
	= 10.1 Acres

### MODIFIED RUNOFF COEFFICIENT CALCULATIONS

$$\frac{(4.55 \times 0.90) + (1.00 \times 0.90) + (4.55 \times 0.30)}{10.1 \text{ Acres}} = 0.62$$

PHASE 1 DESIGN RUNOFF COEFFICIENT = 0.62  
(TAKEN FROM AS-BUILT PLANS PROVIDED BY CITY)

## PROPOSED RETENTION BASIN

(Existing Pond D)

Top of Bank	= 810.0
Design High Water	= 809.0
Bottom	= 801.0
Side Slopes	= 4:1

### Note:

Contractor shall provide caps to all exposed sanitary laterals. Contractor is responsible to ensure existing inactive sanitary lines (mains and laterals) meet City of Goshen Requirements for Sanitary Mains and Laterals.

### Note:

Contractor shall ensure sanitary and water laterals are provided to each lot. Sanitary and water laterals and mains construction shall meet City of Goshen Requirements.

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## GENERAL NOTES

1. Construction, Materials, and Testing shall be in accordance with the latest Standard Construction Specifications of the City of Goshen.
2. Contractor shall inquire all utility companies prior to construction for locations of underground utilities. Any damages done to any public and/or private properties during construction shall be repaired at the Contractor's expense.
3. Unsuitable materials that could affect the integrity of the pipes and/or pavement shall be properly treated.
4. Any removed and/or disturbed pavement, sidewalk, curb, etc., shall be replaced using the same type of material and brought back to its original grade and alignment.
5. No closing of streets shall be permitted without prior approval from the City of Goshen.
6. Contractor shall take all necessary precautions to protect the work and safety of the public and provide, erect, and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs, and other traffic control devices in accordance with the Indiana Manual on Uniform Traffic Control Devices for Streets and Highways.
7. Contractor shall obtain all necessary project permits from all respective governmental agencies with the exception of the Soil Erosion and Sedimentation Control Permit. The Developer will obtain this permit.
8. All backfill for pipe trenches and site grading shall be performed in 6-inch lifts maximum with suitable granular material and compacted to 98% Standard Proctor to proposed subgrade. Pipe bedding shall be in accordance with ASTM D-2321 for flexible and rigid pipe. Compaction testing shall be done by a qualified soil testing firm approved by the General Contractor.
9. Contractor shall verify the water table and include in the bid the cost for dewatering. The water table shall be lowered to 24 inches below the pipe invert prior to installation. The Developer has performed soil borings and can provide a copy upon request.
10. Water and sewer pipes shall have a minimum horizontal separation of 10 feet from edge of pipe to edge of pipe. Whenever water pipes must cross above or below sewer pipes, a minimum vertical separation of 18 inches is required between the outside of the water pipe and the outside of the sewer pipe. If this cannot be met, the sewer pipe shall be constructed of water grade pipe meeting AWWA Standards for a distance of 10 feet each side of the water pipe. At crossings, one full length of water pipe shall be installed so that the joints will be as far from the sewer pipe as possible.
11. Discrepancies or conflicts in the plans and/or site conditions shall be communicated to the General Contractor / Engineer to ensure that clarifications and/or revisions can be made prior to construction.

## GRADING NOTES

1. Contractor shall follow the latest Indiana "Rule 5" Soil Erosion Practices. See Sheets C4.0-C4.4.
2. All topsoil shall be removed and stockpiled onsite at a location approved by the Owner. A minimum of four (4) inches of topsoil shall be placed on all disturbed areas outside the building and parking areas.
3. Topsoil shall not be placed on the bottom and sides of the retention basins. Retention basin banks shall receive a sandy loam mixture. See Construction Details.
4. Retention Basin shall be stabilized with erosion control blankets once final grading is completed.



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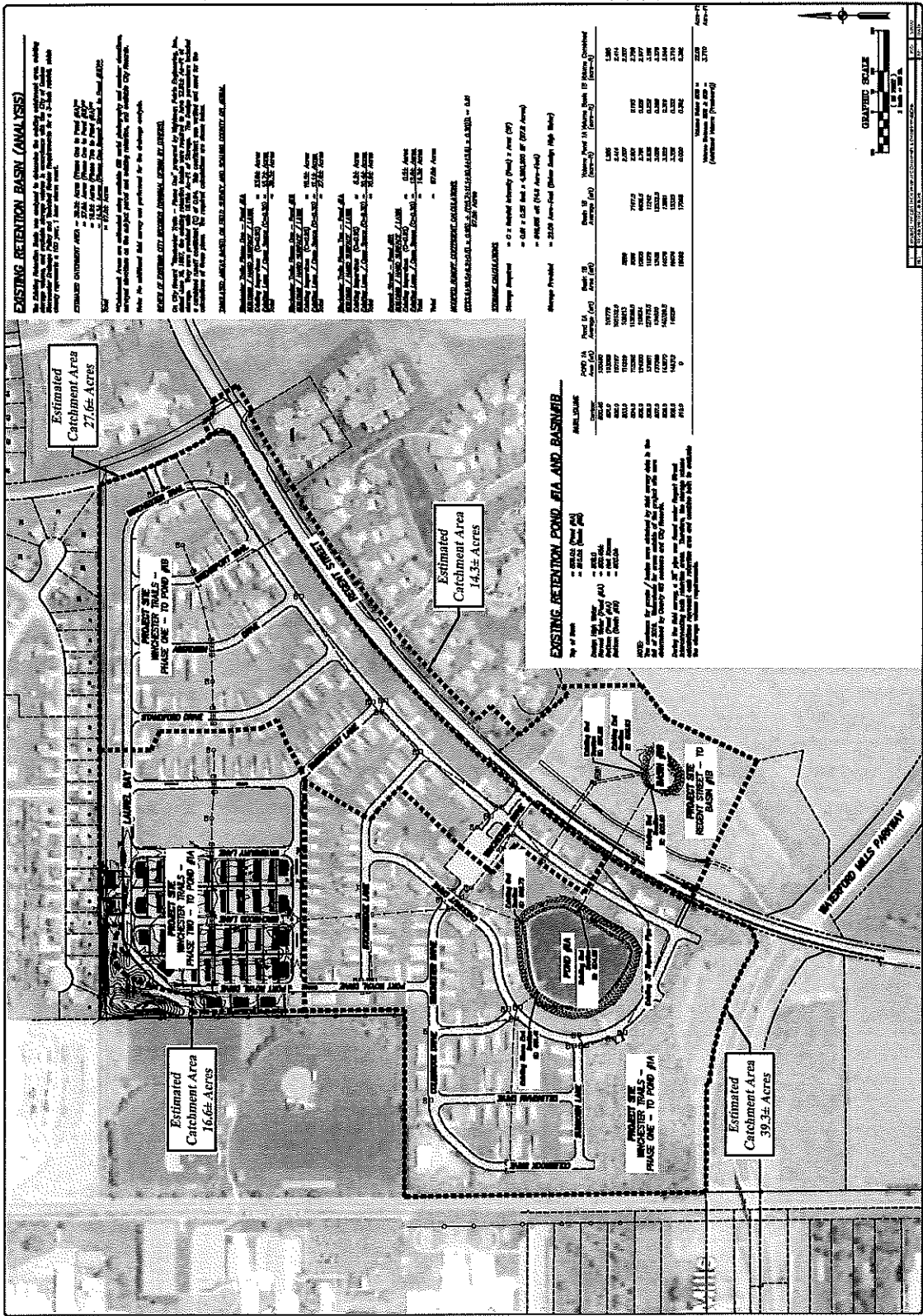
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 Portage / Kalamazoo

Engineering - Architecture - Land Surveying

PROJECT:  
 WINCHESTER TRAILS PHASE TWO:  
 WATERFORD COMMONS P.U.D.

400 WINCHESTER TRAIL, GOSHEN, IN 46526

AND UTILITY PLAN  
 (TWO)



Total = 16.6± Acres

Regent Street - Pond #1B

BUILDING / HARD SURFACE / LAWN

Existing Impervious (C=0.95) = 0.5± Acres

Existing Lawn / Open Space (C=0.30) = 13.8± Acres

Total = 14.3± Acres

Total = 97.8± Acres

MODIFIED RUNOFF COEFFICIENT CALCULATIONS

$$\frac{((23.6+16.5+6.2+0.5) \times 0.95) + ((15.7+11.1+10.4+13.8) \times 0.30)}{97.8 \pm \text{ Acres}} = 0.61$$

STORAGE CALCULATIONS

Storage Required = C x Rainfall Intensity (Feet) x Area (SF)

$$= 0.61 \times 0.25 \text{ feet} \times 4,260,200 \text{ SF (97.8 Acres)}$$

$$= 649,681 \text{ cft (14.9 Acre-Feet)}$$

Storage Provided = 22.06 Acre-Feet (Below Design High Water)

Pond 1A Average (sft)	Basin 1B Area (sft)	Basin 1B Average (sft)	Volume Pond 1A (acre-ft)	Volume Basin 1B (acre-ft)	Volume Combined (acre-ft)
101779			1.285		1.285
105132.5			2.414		2.414
109213	5289		2.507		2.507
113298.5	9066	7167.5	2.601	0.165	2.766
119834	10605	9835.5	2.751	0.226	2.977
127975.5	11879	11242	2.938	0.258	3.196
134520	13186	12532.5	3.088	0.288	3.376
140329.5	14576	13881	3.222	0.319	3.540
146291	16074	15325	3.358	0.352	3.710
	18062	17068	0.000	0.392	0.392

Volume Below 808 = 22.06 Acre-Ft  
 Volume Between 808 & 809 = 3.710 Acre-Ft  
 (Additional Volume (Freeboard))

PROJECT: WINC WA 400

EXISTING RETENTION ANALYSIS

SHEET TITLE:

DRAWN BY: RLG

DESIGNED BY: RLG

PM REVIEW: CMW

QA/QC REVIEW: BEM

DATE: 03-04-2020

SEAL:



SIGNATURE: *Robert L. Gaffney*

DATE: 05-08-2020

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

SCALE:

HORZ: 1"=150'

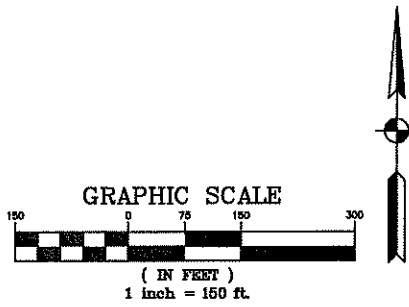
VERT:

ACI JOB #

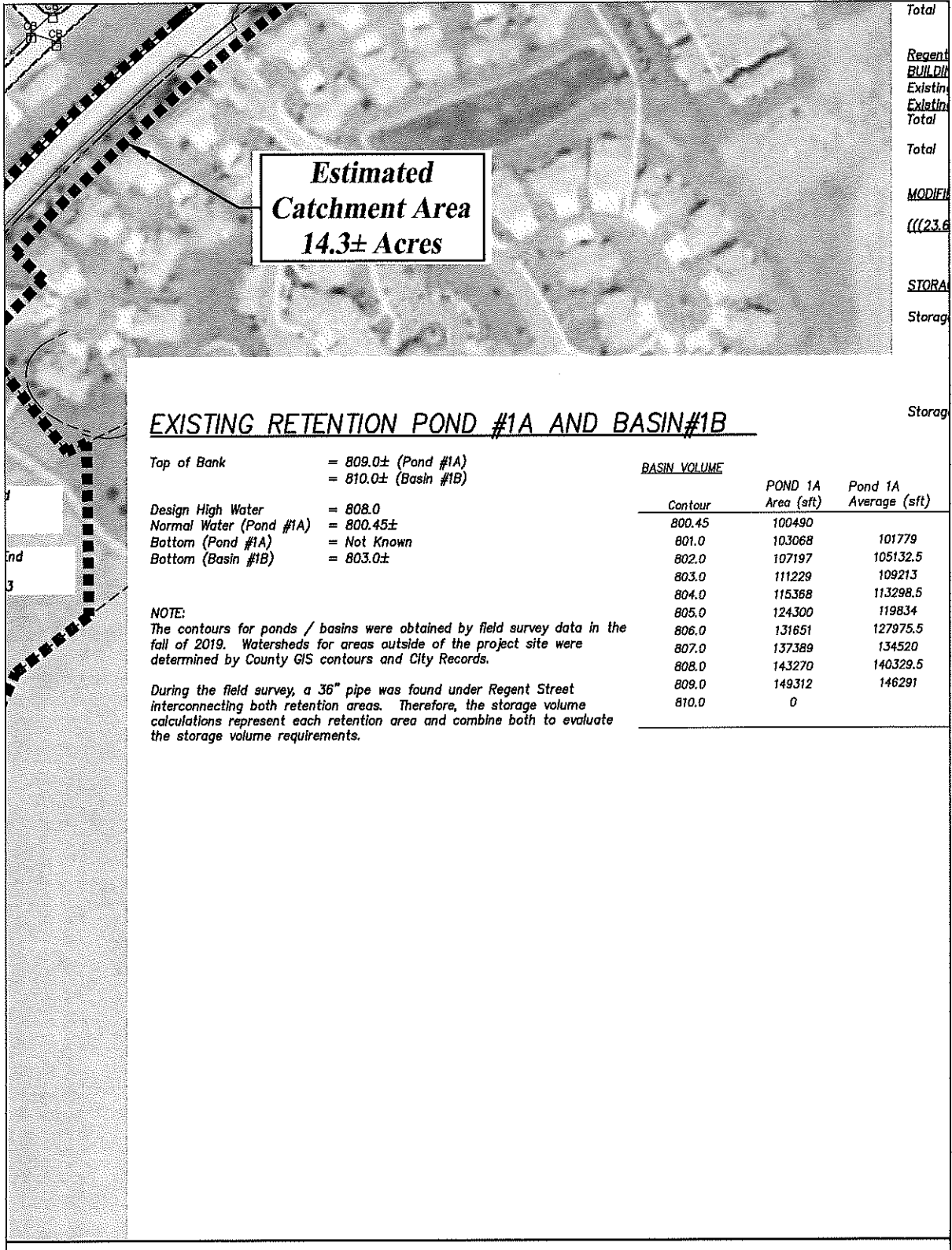
19-0921

SHEET NO.

C2.0



1	REVISED PER CITY TECH REVIEW COMMENTS & OWNER REVISIONS	RLG	5/8/20
NO.	REVISION DESCRIPTION:	BY:	DATE:



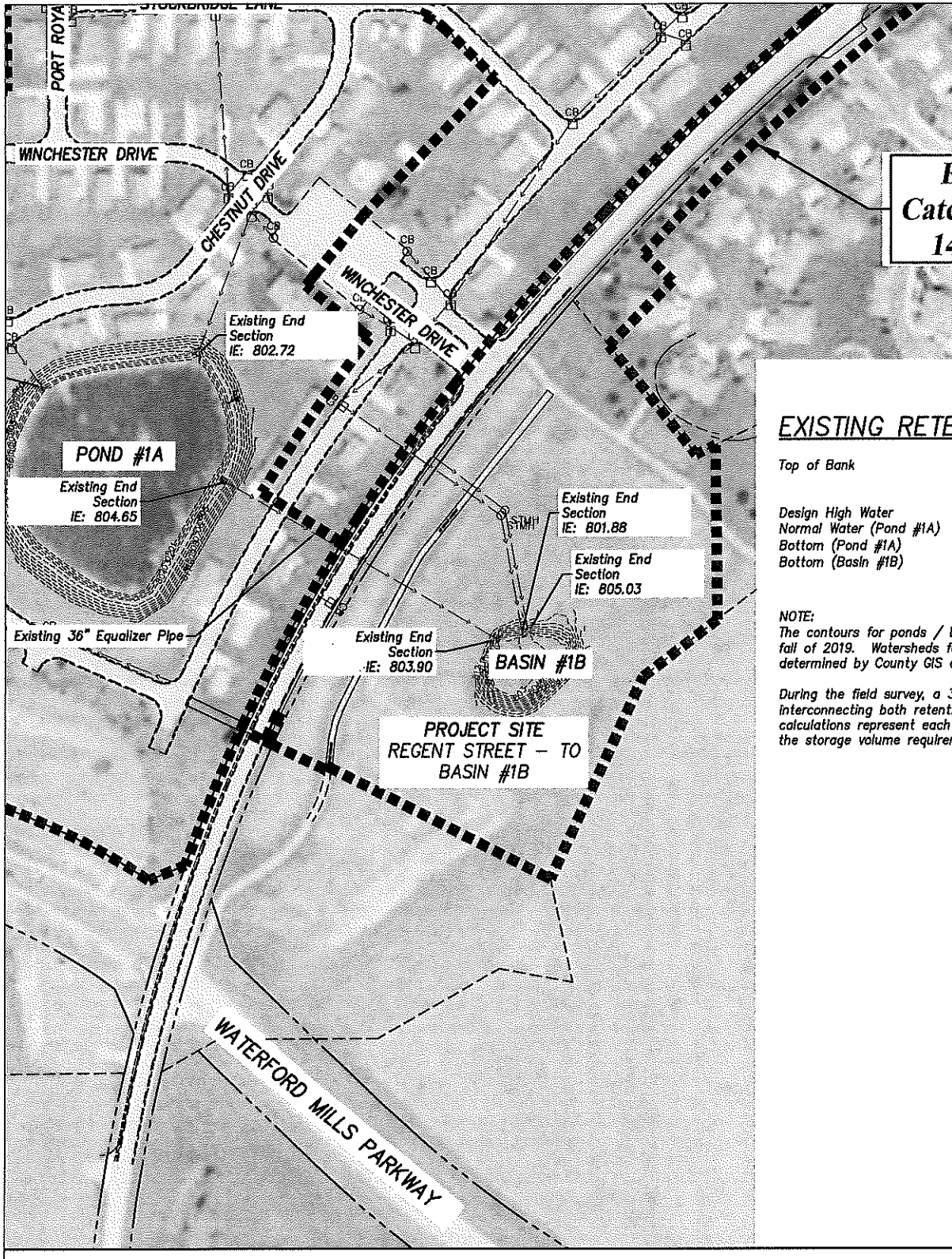
**Estimated  
Catchment Area  
14.3± Acres**

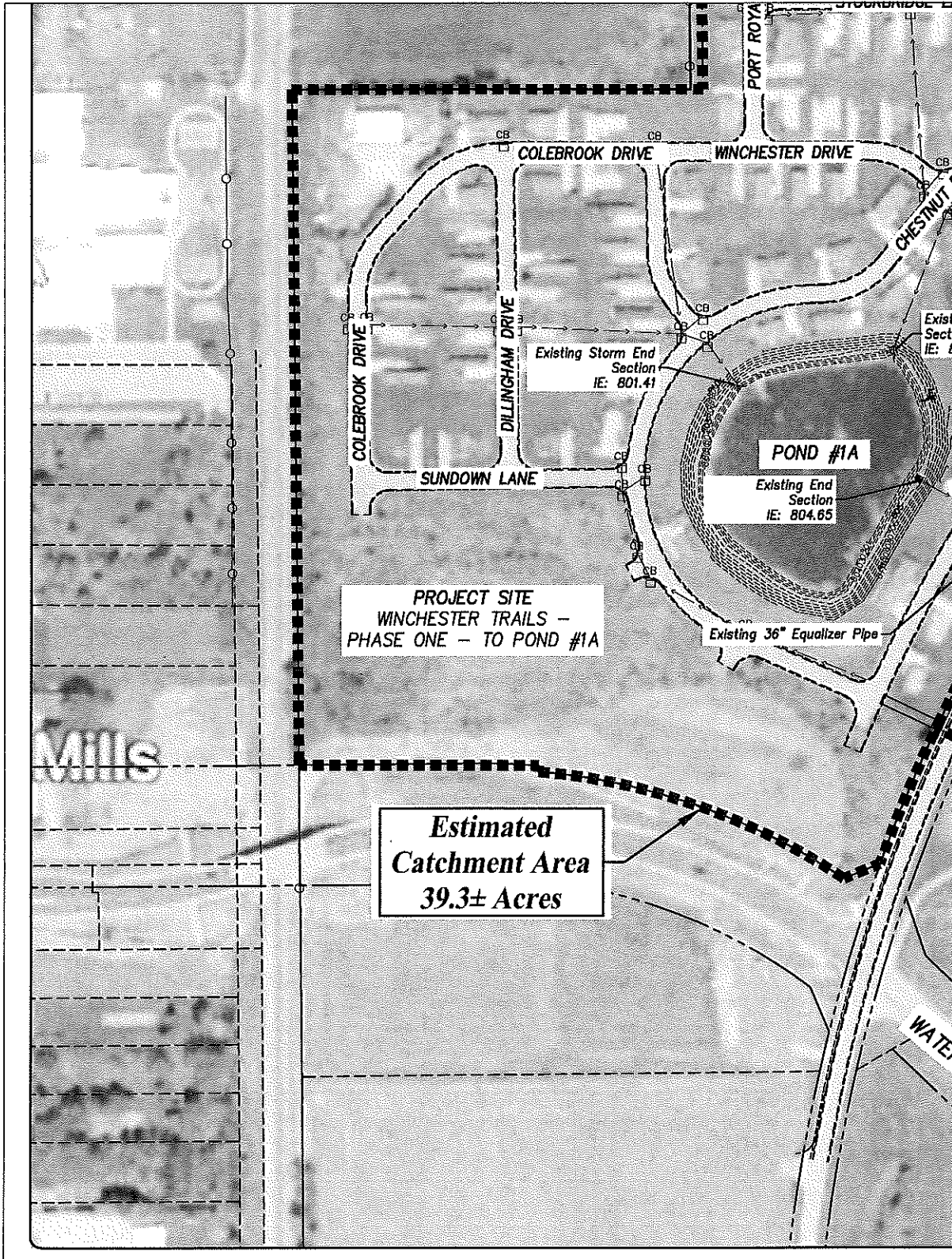
**EXISTING RETENTION POND #1A AND BASIN#1B**

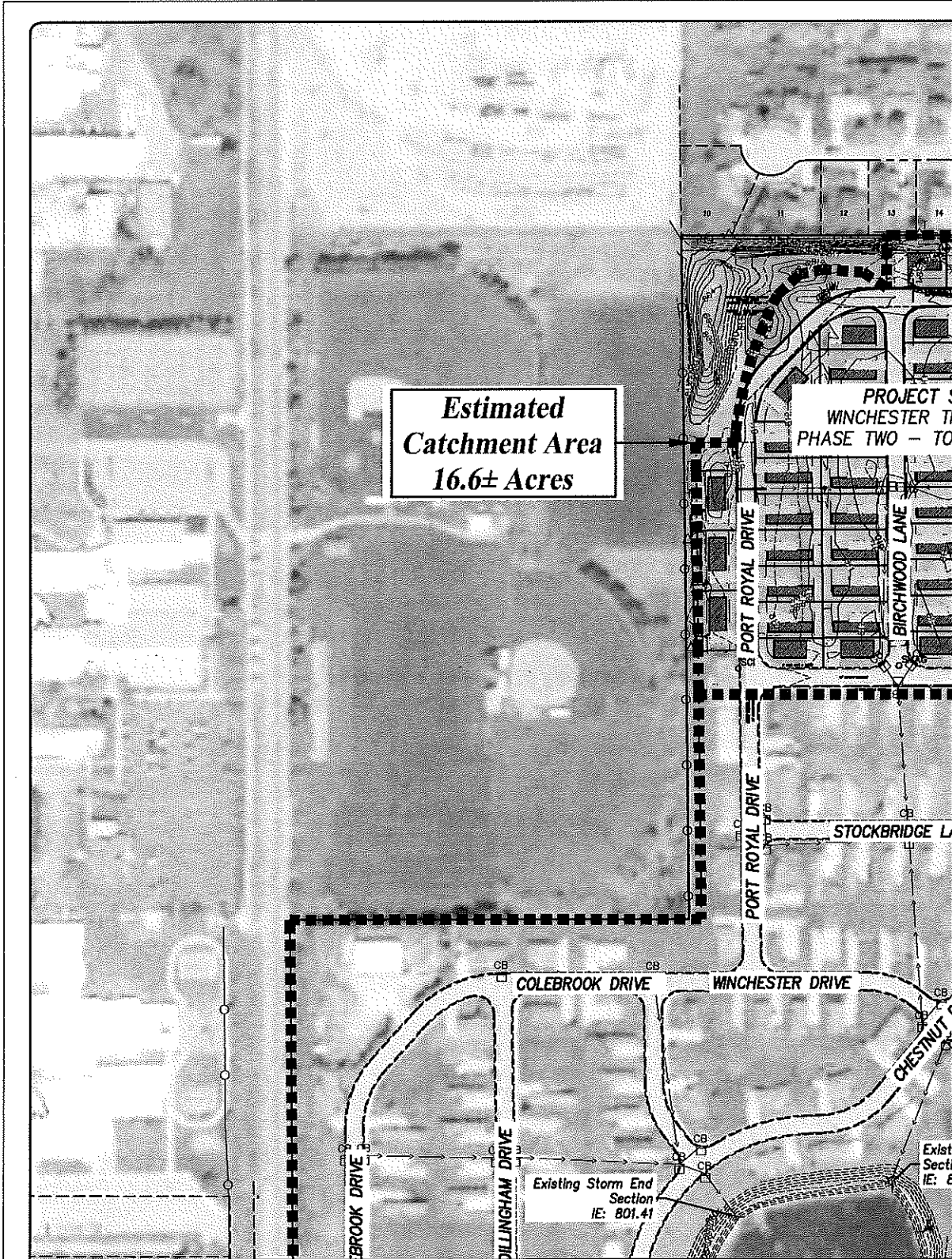
Top of Bank = 809.0± (Pond #1A)  
 = 810.0± (Basin #1B)  
  
 Design High Water = 808.0  
 Normal Water (Pond #1A) = 800.45±  
 Bottom (Pond #1A) = Not Known  
 Bottom (Basin #1B) = 803.0±

BASIN VOLUME		
Contour	POND 1A Area (sft)	Pond 1A Average (sft)
800.45	100490	
801.0	103068	101779
802.0	107197	105132.5
803.0	111229	109213
804.0	115368	113298.5
805.0	124300	119834
806.0	131651	127975.5
807.0	137389	134520
808.0	143270	140329.5
809.0	149312	146291
810.0	0	

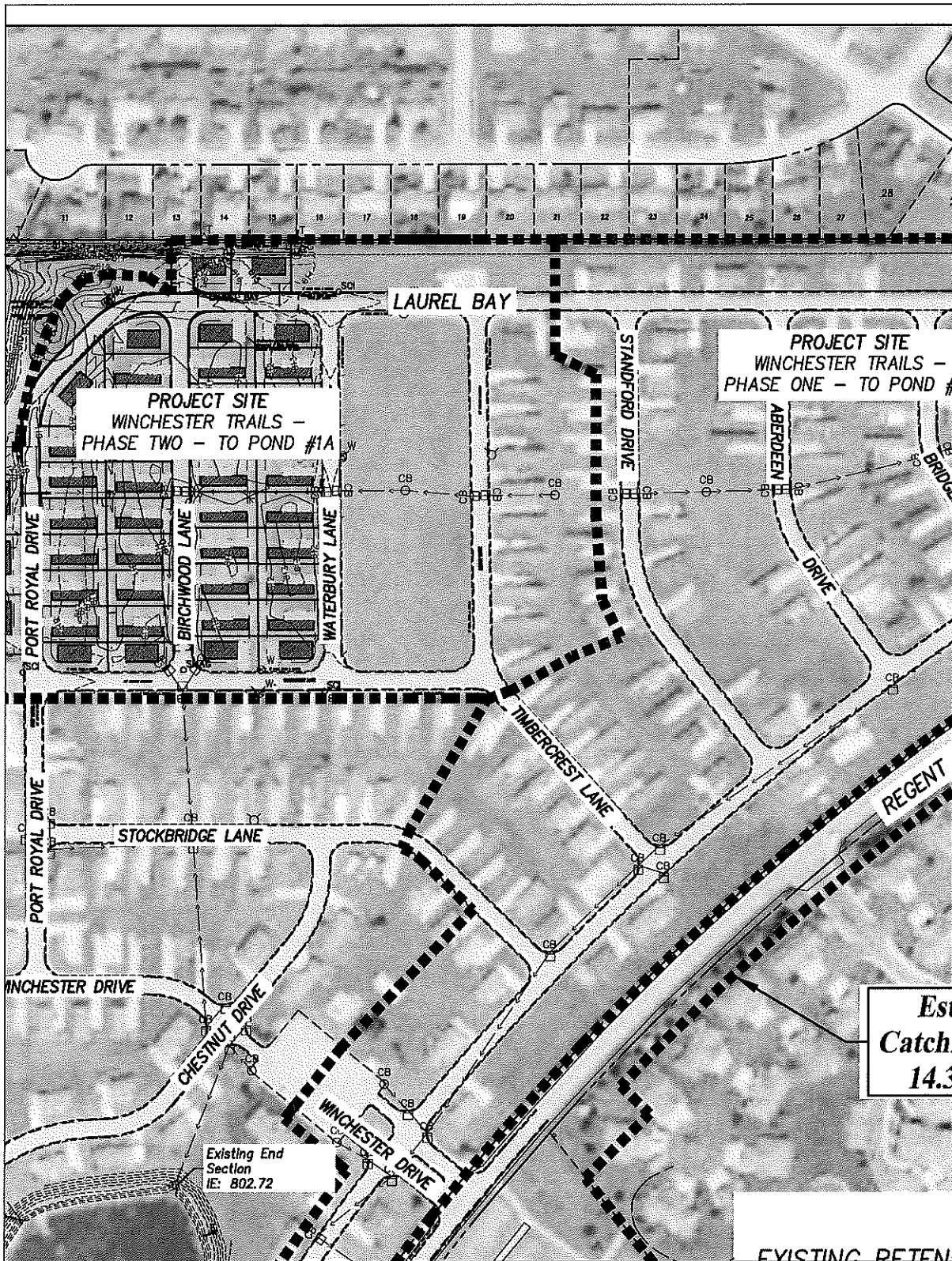
**NOTE:**  
 The contours for ponds / basins were obtained by field survey data in the fall of 2019. Watersheds for areas outside of the project site were determined by County GIS contours and City Records.  
  
 During the field survey, a 36" pipe was found under Regent Street interconnecting both retention areas. Therefore, the storage volume calculations represent each retention area and combine both to evaluate the storage volume requirements.

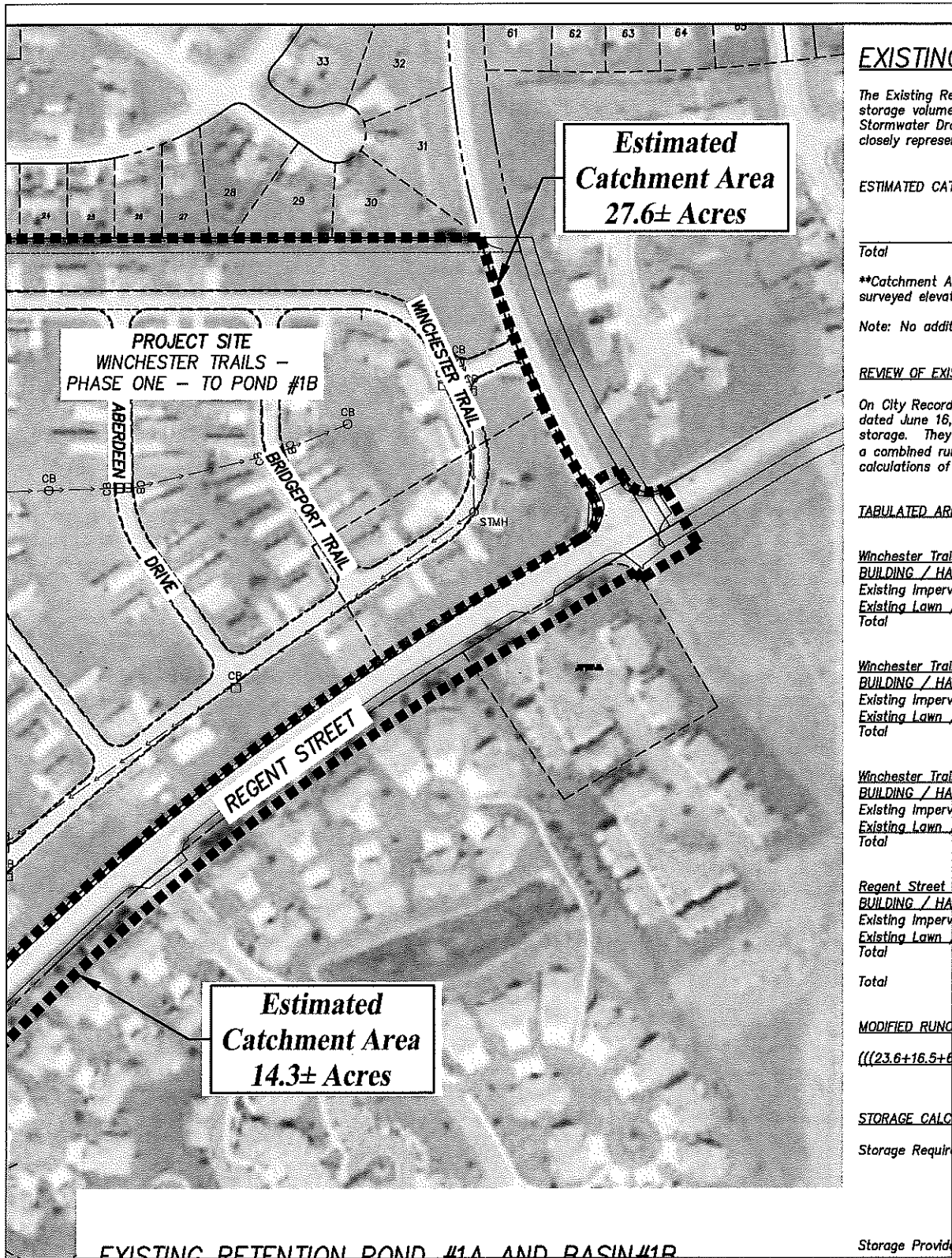












## EXISTING RETENTION BASIN (ANALYSIS)

The Existing Retention Basin was analyzed to determine the existing catchment area, existing storage volume, and available storage volume in accordance with the City of Goshen Stormwater Drainage Policy and Technical Review Requirements for a 3-inch rainfall, which closely represents a 100 year, 1 hour storm event.

ESTIMATED CATCHMENT AREA = 39.3± Acres (Phase One to Pond #1A)\*\*  
 = 27.6± Acres (Phase One to Pond #1B)\*\*  
 = 16.6± Acres (Phase Two to Pond #1A)\*\*  
 = 14.3± Acres (Phase One Regent Street to Pond #1B)\*\*  
**Total = 97.8± Acres**

\*\*Catchment Areas are estimated using available GIS aerial photography and contour elevations, surveyed elevations on the subject parcel and existing retention, and available City Records.

Note: No additional field survey was performed for the drainage analysis.

### REVIEW OF EXISTING CITY RECORDS (ORIGINAL DESIGN BY OTHERS)

On City Record "Winchester Trails - Phase One" prepared by Wightman Petrie Engineering, Inc., dated June 16, 1997, the existing retention basins were required to have 12.81± Ac-Ft of storage. They were provided with 16.19± Ac-Ft of Storage. The Design parameters included a combined runoff coefficient (C) of 0.64. This coefficient was verified and used for the calculations of these plans. The required calculations are shown below.

### TABULATED AREAS BASED ON FIELD SURVEY AND SCALING COUNTY GIS AERIAL

Winchester Trails Phase One - Pond #1A  
BUILDING / HARD SURFACE / LAWN  
 Existing Impervious (C=0.95) = 23.6± Acres  
 Existing Lawn / Open Space (C=0.30) = 15.7± Acres  
**Total = 39.3± Acres**

Winchester Trails Phase One - Pond #1B  
BUILDING / HARD SURFACE / LAWN  
 Existing Impervious (C=0.95) = 16.5± Acres  
 Existing Lawn / Open Space (C=0.30) = 11.1± Acres  
**Total = 27.6± Acres**

Winchester Trails Phase Two - Pond #1A  
BUILDING / HARD SURFACE / LAWN  
 Existing Impervious (C=0.95) = 6.2± Acres  
 Existing Lawn / Open Space (C=0.30) = 10.4± Acres  
**Total = 16.6± Acres**

Regent Street - Pond #1B  
BUILDING / HARD SURFACE / LAWN  
 Existing Impervious (C=0.95) = 0.5± Acres  
 Existing Lawn / Open Space (C=0.30) = 13.8± Acres  
**Total = 14.3± Acres**  
**Total = 97.8± Acres**

### MODIFIED RUNOFF COEFFICIENT CALCULATIONS

$$\frac{(((23.6+16.5+6.2+0.5) \times 0.95) + ((15.7+11.1+10.4+13.8) \times 0.30))}{97.8\pm \text{ Acres}} = 0.61$$

### STORAGE CALCULATIONS

Storage Required = C x Rainfall Intensity (Feet) x Area (SF)  
 = 0.61 x 0.25 feet x 4,260,200 SF (97.8 Acres)  
 = 649,681 cft (14.9 Acre-Feet)  
 Storage Provided = 22.06 Acre-Feet (Below Design High Water)



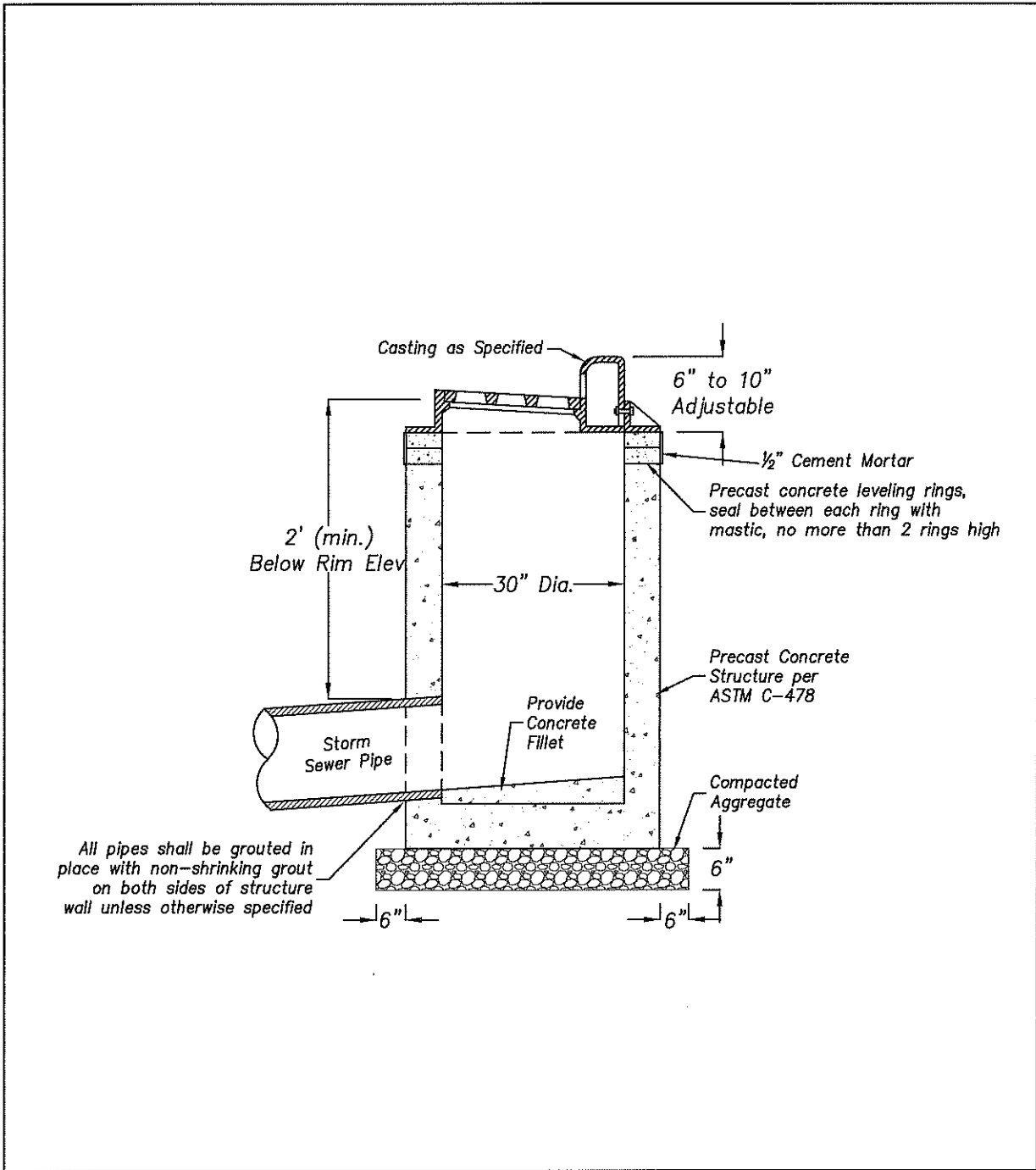
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PROJECT: WINCHESTER TRAILS PHASE TWO:  
 WATERFORD COMMONS P.U.D.

400 WINCHESTER TRAIL, GOSHEN, IN 46526

EXISTING RETENTION ANALYSIS



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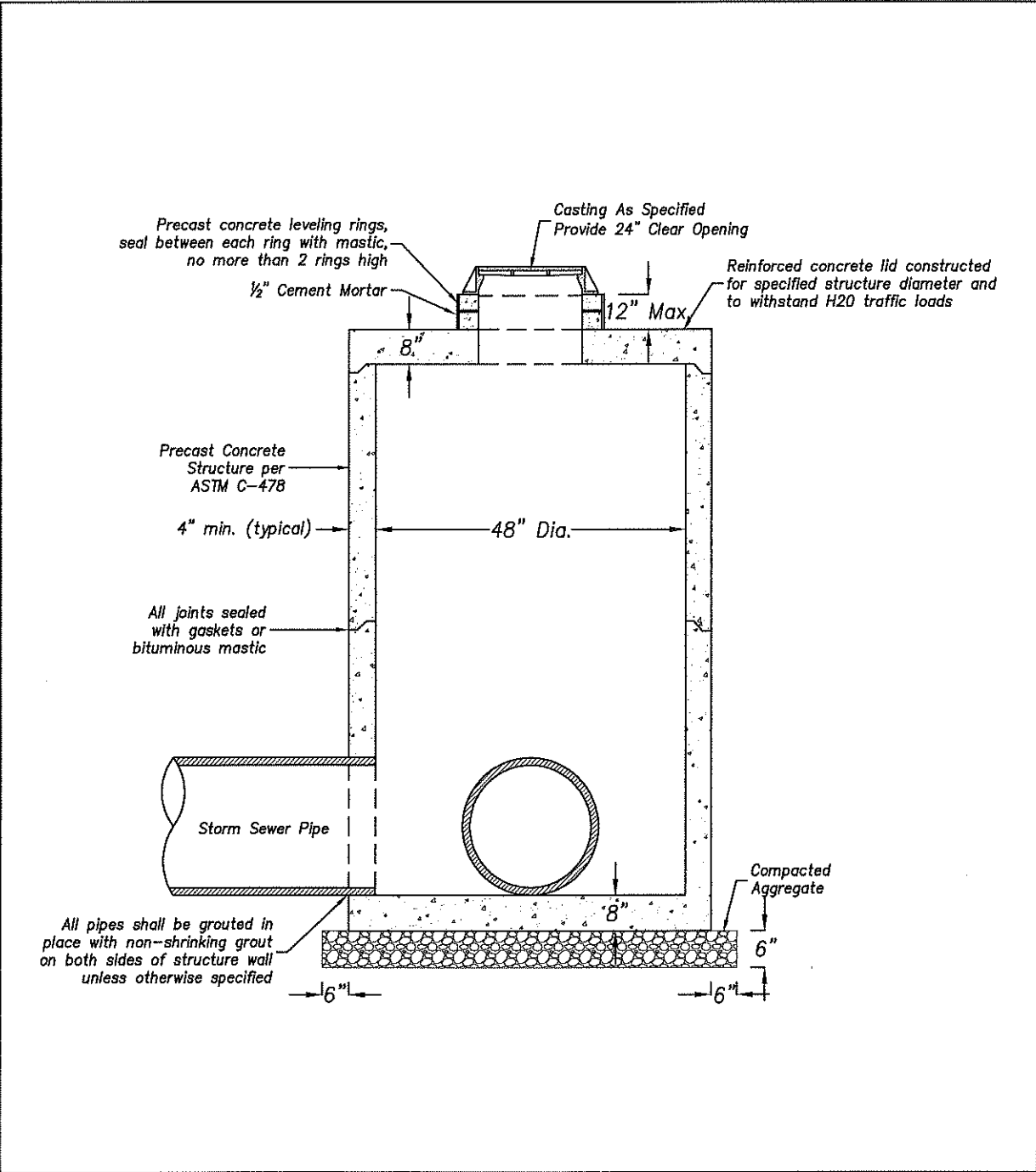
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## DETAIL SHEET

### 30" INLET STRUCTURE



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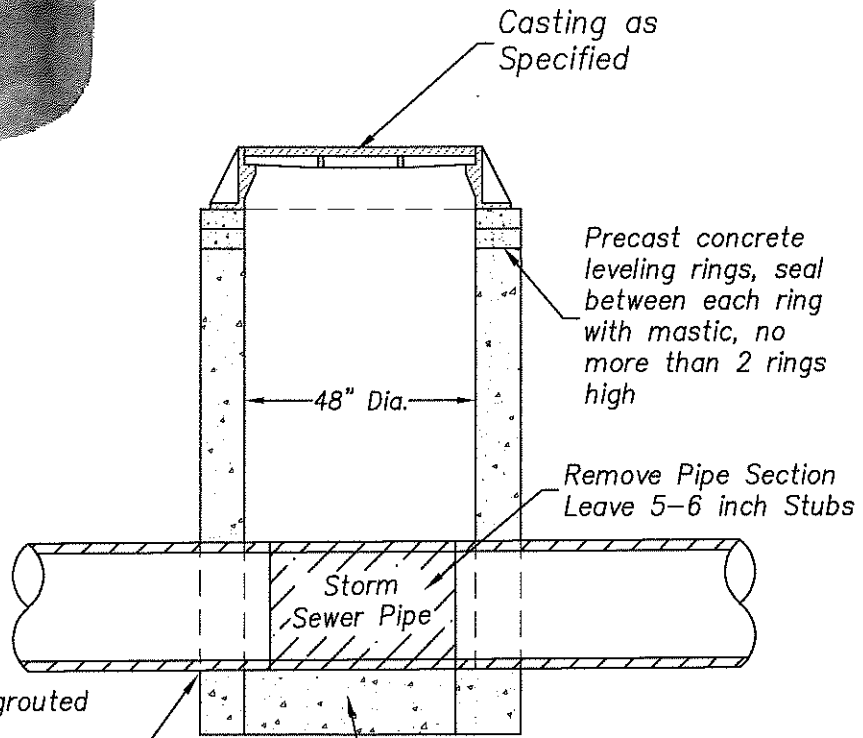
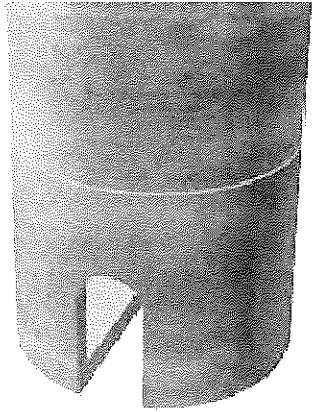
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## DETAIL SHEET

## 48" MANHOLE STRUCTURE



Pipes shall be grouted in place with non-shrinking grout on both sides of structure wall unless otherwise specified

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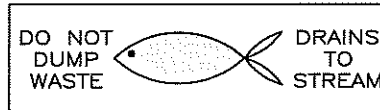
## DETAIL SHEET

### DOGHOUSE STYLE 48" MANHOLE

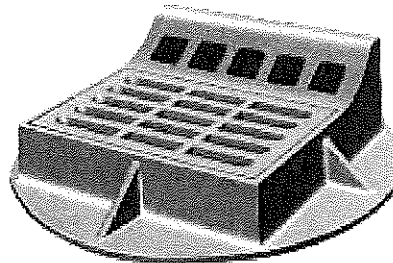
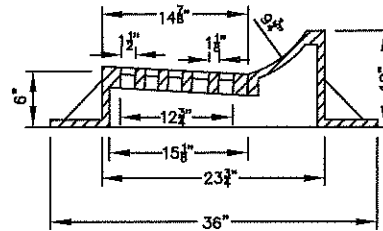
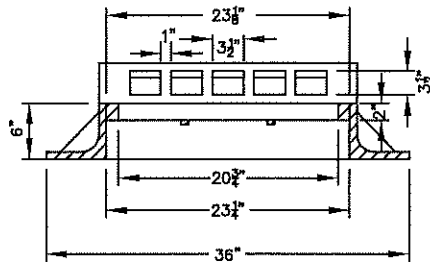
R-3501-L1A  
 INLET FOR ROLL TYPE CURB  
 HEAVY DUTY

\* ENVIRONMENTAL WARNING STAMP  
 EMBOSSED IN THE CASTING

\* ENVIRONMENTAL WARNING STAMP  
 EMBOSSED IN THE CASTING



\*OR EQUIVALENT



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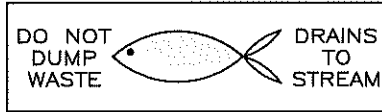
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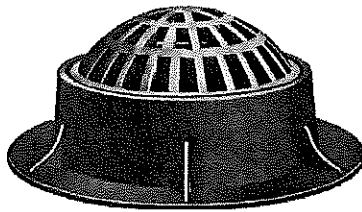
**DETAIL SHEET**

**FRAME AND GRATE DETAIL  
 INLET STRUCTURES**

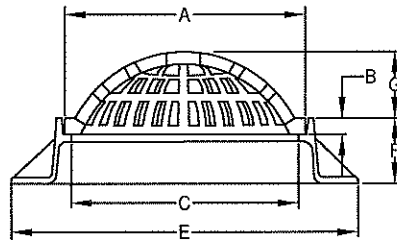
\* ENVIRONMENTAL WARNING STAMP  
EMBOSSSED IN THE CASTING



\*OR EQUIVALENT



Illustrating R-2560-E



CATALOG NUMBER	GRATE TYPE	SQ. FT. OPEN	WEIR PERIMETER LINEAL FEET
R-2560-A	Beehive	0.3	3.1
R-2560-C	Beehive	0.7	4.7
R-2560-C1	Beehive	0.7	5.8
R-2560-C2	Beehive	0.7	5.8
R-2560-D	Beehive	1.0	5.1
R-2560-D1	Beehive	1.2	5.8
R-2560-D2	Beehive	1.2	5.8
R-2560-D3	Beehive	1.2	5.8
R-2560-D5	Beehive	1.0	5.1
R-2560-D6	Beehive	1.0	5.1
R-2560-D7	Beehive	1.3	5.3
R-2560-D8	Beehive	1.3	5.3
R-2560-E	Beehive	1.2	6.0
R-2560-EA	Beehive	1.2	6.7
R-2560-EB	Beehive	1.8	6.7
R-2560-E1	Beehive	1.4	6.7
R-2560-E2	Beehive	2.0	6.7
R-2560-E5	Beehive	1.2	6.7
R-2560-E6	Beehive	1.8	6.7
R-2560-E7	Beehive	1.2	6.7
R-2560-E8	Beehive	1.8	6.7
R-2560-E9	Beehive	1.2	6.7
R-2560-E10	Beehive	1.8	6.7
R-2560-G	Beehive	1.5	8.4

Catalog No.	Dimensions in Inches						Frame/Lid
	A	B	C	E	F	G	
R-2560-A	12	1	11	19	4	4	R-1791-A
R-2560-C	18 1/4	1 1/4	16 3/4	30	8	4	R-1900-A
R-2560-C1	22	1 1/2	20 15/32	27 9/16	3 15/16	4 1/2	R-1680
R-2560-C2	22	1 1/2	20 1/2	28 1/4	6	4 1/2	R-1761
R-2560-D	22	1 1/2	20	35	9	4 1/2	R-1710
R-2560-D1	22	1 1/2	20 15/32	27 9/16	3 15/16	7	R-1680
R-2560-D2	22	1 1/2	20 1/2	28 1/4	6	7	R-1761
R-2560-D3	22	1 1/2	20	35	9	7	R-1710
R-2560-D6	22 3/4	1 1/2	21 1/4	34	4	4 1/2	R-1647-A
R-2560-D6	22 3/4	1 1/2	21	34	9	4 1/2	R-1713
R-2560-D7	22 3/4	1 1/2	21 1/4	34	4	7	R-1647-A
R-2560-D8	22 3/4	1 1/2	21	34	9	7	R-1713
R-2560-E	23	1 1/2	21 1/16	35 7/16	8 7/8	7	R-1550-A
R-2560-E1	25 3/4	7/8	24	35 7/16	7	6	R-1733
R-2560-E2	25 3/4	7/8	24	35 7/16	7	9	R-1733
R-2560-E5	25 3/4	7/8	24 1/8	35 1/2	8	6	R-1733-A
R-2560-E6	25 3/4	7/8	24 1/8	35 1/2	8	9	R-1733-A
R-2560-E7	25 3/4	7/8	24 1/8	35 1/2	9	6	R-1733-B
R-2560-E8	25 3/4	7/8	24 1/8	35 1/2	9	9	R-1733-B
R-2560-E9	25 3/4	7/8	24 1/8	35 1/2	10	6	R-1733-C
R-2560-E10	25 3/4	7/8	24 1/8	35 1/2	10	9	R-1733-C
R-2560-EA	25 3/4	7/8	24 1/8	35 7/16	4	6	R-1733-1
R-2560-EB	25 3/4	7/8	24 1/8	35 7/16	4	9	R-1733-1
R-2560-G	32	1 1/2	30	46	7	4	R-1740-B

**R-2560-SERIES  
INLET FRAME, BEEHIVE GRATE**

Suitable for drainage in circumstances where clogging of a flat grating is a problem. Excellent for roadside or earth ditch inlets.



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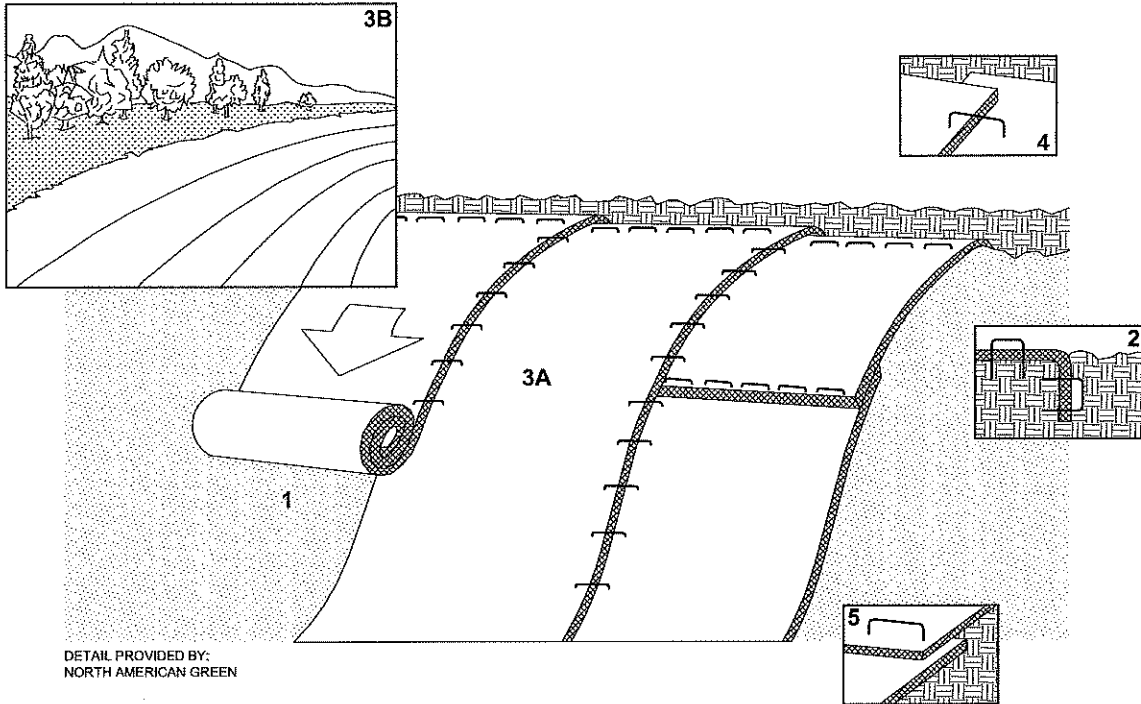
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**DETAIL SHEET**

**FRAME AND GRATE DETAIL  
DOGHOUSE STRUCTURES**





**INSTALLATION NOTES**

1. Prepare soil before installing blankets, including application of lime, fertilizer, and seed. When using cell-o-seed do not seed prepared area. Cell-o-seed must be installed with paper side down.
2. Begin at the top of the slope by anchoring the blanket in 6" deep x 6" wide trench. Backfill and compact the trench after stapling. Follow the manufacturer's recommendations for size and type of staples and staple pattern for securing the blankets.
3. A) Roll the blankets down the bank as shown.  
B) Blankets may be installed horizontally down the slope of the drainage swale.
4. The edges of parallel blankets must be stapled with approximately 2" overlap.
5. When blankets must be spliced down the slope, place blanket end over end (shingle style) with approximately 4" overlap. Staple through overlapped area, approximately 12" apart.

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**DETAIL SHEET**

**EROSION CONTROL BLANKET**

## SURFACE STABILIZATION MEASURES

### PERMANENT SEEDING (SURFACE STABILIZATION MEASURE)

#### PURPOSE:

1. TO PROVIDE PERMANENT VEGETATIVE COVER AND IMPROVE VISUAL AESTHETICS OF A PROJECT SITE.
2. TO REDUCE EROSION AND SEDIMENTATION DAMAGE BY STABILIZING DISTURBED AREAS.
3. TO REDUCE SEDIMENT-LADEN STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
4. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREAS.

#### MATERIALS REQUIRED:

1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

#### SITE PREPARATION:

1. GRADE SITE TO ACHIEVE POSITIVE DRAINAGE.
2. ADD TOPSOIL OR COMPOST MULCH TO ACHIEVE NEEDED DEPTH FOR ESTABLISHMENT OF VEGETATION.

#### SEED SPECIFICATIONS:

NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDDED WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

#### OPEN LOW-MAINTENANCE AREAS (REMAINING IDLE MORE THAN 6 MONTHS)

PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 70 POUNDS PER ACRE + 2 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.0 TO 7.0

PERENNIAL RYEGRASS & TALL FESCUE: RYEGRASS 70 POUNDS PER ACRE + 50 POUNDS OF FESCUE PER ACRE, OPTIMUM SOIL PH 5.0 TO 7.0

TALL FESCUE & WHITE CLOVER: FESCUE 70 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

#### STEEP BANKS AND CUTS (LOW-MAINTENANCE AREAS, NOT MOWED)

SMOOTH BROME GRASS & RED CLOVER: BROME 35 POUNDS PER ACRE + 20 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0

TALL FESCUE & WHITE CLOVER: FESCUE 80 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

TALL FESCUE & RED CLOVER: FESCUE 80 POUNDS PER ACRE + 2 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

ORCHARD GRASS, RED CLOVER & WHITE CLOVER: ORCHARD GRASS 30 POUNDS PER ACRE + 20 POUNDS OF RED CLOVER PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0

#### LAWNS AND HIGH-MAINTENANCE AREAS

BLUEGRASS: BLUEGRASS 140 POUNDS PER ACRE, OPTIMUM PH 5.0 TO 7.0

PERENNIAL RYEGRASS & PERENNIAL RYEGRASS (TURF TYPE): 60 POUNDS OF RYEGRASS PER ACRE & 90 POUNDS OF TURF TYPE PER ACRE, OPTIMUM PH 5.5 TO 7.0

TALL FESCUE (TURF TYPE) & BLUEGRASS: FESCUE 170 POUNDS PER ACRE + 30 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

#### CHANNELS AND AREAS OF CONCENTRATED FLOW

PERENNIAL RYEGRASS & WHITE CLOVER: RYEGRASS 150 POUNDS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0

KENTUCKY BLUEGRASS, SMOOTH BROMEGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS & WHITE CLOVER: BLUEGRASS 20 POUNDS PER ACRE + 10 POUNDS OF BROMEGRASS PER ACRE + 3 POUNDS OF SWITCHGRASS PER ACRE + 4 POUNDS OF TIMOTHY PER ACRE + 10 POUNDS OF RYEGRASS PER ACRE + 2 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

TALL FESCUE & WHITE CLOVER: FESCUE 150 POUNDS PER ACRE + 2 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

TALL FESCUE, PERENNIAL RYE GRASS, & KENTUCKY BLUEGRASS: FESCUE 150 POUNDS PER ACRE + 20 POUNDS OF RYEGRASS PER ACRE + 20 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

#### NOTE: AN OAT OR WHEAT COMPANION OR NURSE CROP MAY BE USED WITH ANY OF THE ABOVE PERMANENT SEEDING MIXTURES, AT THE FOLLOWING RATE:

SPRING OATS 1/4 TO 3/4 BUSHEL PER ACRE

WHEAT—NO MORE THAN 1/2 BUSHEL PER ACRE

#### NOTE: FOR BEST RESULTS:

(A) LEGUME SEED SHOULD BE INOCULATED,

(B) SEEDING MIXTURES CONTAINING LEGUMES SHOULD BE SPRING-SEEDED ALTHOUGH, THE GRASS MAY BE FALL-SEEDED AND THE LEGUME FROST SEEDED

(SEE DORMANT SEEDING AND FROST SEEDING)

(C) IF LEGUMES ARE FALL-SEEDED, DO SO IN EARLY FALL.

#### SEEDBED PREPARATION:

1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE SOIL TEST. IF TESTING IS NOT DONE APPLY 400 TO 500 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER OR EQUIVALENT.
3. TILL THE SOIL TO OBTAIN A UNIFORM SEEDBED. USE A DISK OR RAKE, OPERATED ACROSS THE SLOPE, TO WORK THE SOIL AMENDMENTS INTO THE UPPER 2 TO 4 INCHES OF THE SOIL.

#### SEEDING:

1. SELECT A SEED SPECIES OR AN APPROPRIATE SEED MIXTURE AND APPLICATION RATE FROM THE SEEDING SPECIFICATIONS (ABOVE). SEED MUST BE SUITABLE FOR SITE CONDITIONS, SOIL PH, INTENDED LAND USE, AND EXPECTED LEVEL OF MAINTENANCE.
2. APPLY SEED UNIFORMLY WITH A DRILL OR CULTIPACKER SEEDER OR BY BROADCASTING. PLANT OR SEED TO THE DEPTH SHOWN IN THE SEEDING SPECIFICATIONS (ABOVE).

#### NOTES:

A. IF DRILLING OR BROADCASTING THE SEED, ENSURE GOOD SEED-TO-SOIL CONTACT BY FIRING THE SEEDBED WITH A ROLLER OR CULTIPACKER AFTER COMPLETING SEEDING OPERATIONS.

B. DAILY SEEDING WHEN THE SOIL IS MOIST IS USUALLY MOST EFFECTIVE.

C. IF SEEDING IS DONE WITH A HYDROSEEDER, FERTILIZER AND MULCH CAN BE APPLIED WITH THE SEEDING IN A SLURRY MIXTURE.

3. APPLY MULCH AND ANCHOR IN PLACE.

NOTES: OPTIMUM SEEDING DATES ARE MARCH 1 TO MAY 10 AND AUGUST 10 TO SEPTEMBER 30. PERMANENT SEEDING DONE BETWEEN MAY 10 AND AUGUST 10 MAY NEED TO IRRIGATE. SEEDING OUTSIDE OR BEYOND OPTIMUM SEEDING DATES IS STILL POSSIBLE WITH THE UNDERSTANDING THAT RESEEDING OR OVERSEEDING MAY BE REQUIRED IF ADEQUATE SURFACE COVER IS NOT ACHIEVED. RESEEDING OR OVER SEEDING CAN BE EASILY ACCOMPLISHED IF THE SOIL SURFACE REMAINS WELL PROTECTED WITH MULCH.

#### MAINTENANCE:

1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHARACTERISTICS OF SUCCESSFUL STAND INCLUDE VIGOROUS DARK GREEN OR BLuishGREEN SEEDLINGS WITH A UNIFORM VEGETATIVE COVER OF 90 PERCENT OR BETTER.
3. CHECK FOR EROSION OR MOVEMENT OF MULCH.
4. REPAIR DAMAGED, BARE, GUILDED, OR SPARSELY VEGETATED AREAS AND THEN FERTILIZE, RESEED, AND APPLY ANCHORED MULCH.
5. IF PLANT COVER IS SPARSE OR PATCHY, EVALUATE THE PLANT MATERIAL CHOSEN, SOIL FERTILITY, MOISTURE CONDITION, AND MULCH APPLICATION; REPAIR AFFECTED AREAS EITHER BY OVERSEEDING OR PREPARING A NEW SEEDBED AND RESEEDING. APPLY ANCHORED MULCH TO ALL NEWLY SEEDDED AREAS.
6. IF VEGETATION FAILS TO GROW, CONSIDER SOIL TESTING TO DETERMINE SOIL PH OR NUTRIENT DEFICIENCY PROBLEMS.
7. IF ADDITIONAL FERTILIZATION IS NEEDED TO GET A SATISFACTORY STAND, DO SO ACCORDING TO THE SOIL TEST RECOMMENDATIONS.
8. ADD FERTILIZER THE FOLLOWING GROWING SEASON. FERTILIZE ACCORDING TO SOIL TEST RECOMMENDATIONS.
9. FERTILIZE TURF AREAS ANNUALLY. APPLY FERTILIZER IN A SPLIT APPLICATION. FOR COOL-SEASON GRASSES, APPLY 1/2 OF THE FERTILIZER IN LATE SPRING AND 1/2 IN EARLY FALL. FOR WARM-SEASON GRASSES, APPLY 1/3 IN EARLY SPRING, 1/3 IN LATE SPRING, AND THE REMAINING 1/3 IN MIDDLE SUMMER.

NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 90 PERCENT OR GREATER OVER THE SOIL SURFACE.

## SURFACE STABILIZATION MEASURES

### TEMPORARY SEEDING (SURFACE STABILIZATION MEASURE)

#### PURPOSE:

1. TO PROVIDE VEGETATIVE COVER WHERE PERMANENT SEEDING IS NOT DESIRABLE OR PRACTICAL.
2. TO REDUCE EROSION AND SEDIMENTATION DAMAGE BY STABILIZING DISTURBED AREAS.
3. TO REDUCE PROBLEMS ASSOCIATED WITH MUD OR DUST FROM UNVEGETATED SOIL SURFACE DURING CONSTRUCTION.
4. TO REDUCE SEDIMENT-LOADED STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
5. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREAS.

#### MATERIALS REQUIRED:

1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE. (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

#### SEED SPECIFICATIONS:

NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDING WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

**WHEAT OR RYE:** 150 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 1-1/2 INCHES, OPTIMUM PLANTING DATES ARE SEPTEMBER 15 TO OCTOBER 30  
**SPRING GRASS:** 100 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 INCH, OPTIMUM PLANTING DATES ARE MARCH 1 TO APRIL 15  
**ANNUAL RYE GRASS:** 40 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1/4 INCH, OPTIMUM PLANTING DATES ARE MARCH 1 TO MAY 1 AND AUGUST 1 TO SEPTEMBER 1  
**GERMAN MILLET:** 40 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JUNE 1  
**SHANGHAI GRASS:** 35 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JULY 30  
**BUCKWHEAT:** 60 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE APRIL 15 TO JUNE 1  
**COEN. (BROADCAST):** 300 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 11 TO AUGUST 10  
**SORGHUM:** 35 POUNDS PER ACRE, PLANTED AT A DEPTH OF 1 TO 2 INCHES, OPTIMUM PLANTING DATES ARE MAY 1 TO JULY 15

#### SEEDBED PREPARATION:

1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. APPLY SOIL AMENDMENTS AS RECOMMENDED BY THE SOIL TEST. IF TESTING IS NOT DONE APPLY 400 TO 600 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER OR EQUIVALENT.
3. WORK THE SOIL AMENDMENTS INTO THE UPPER 2 TO 4 INCHES OF THE SOIL WITH A DISK OR RAKE, OPERATED ACROSS THE SLOPE.

#### SEEDING:

1. SELECT A SEED SPECIES OR AN APPROPRIATE SEED MIXTURE AND APPLICATION RATE FROM THE SEEDING SPECIFICATIONS (ABOVE).
2. APPLY SEED UNIFORMLY WITH A DRILL OR CULTIPACKER SEEDER OR BY BROADCASTING PLANT OR SEED TO THE DEPTH SHOWN IN THE SEEDING SPECIFICATIONS (ABOVE).  
**NOTES:**
  - A. IF DRILLING OR BROADCASTING THE SEED, ENSURE GOOD SEED-TO-SOIL CONTACT BY FIRING THE SEEDBED WITH A ROLLER OR CULTIPACKER AFTER COMPLETING SEEDING OPERATIONS.
  - B. DAILY SEEDING WHEN THE SOIL IS MOIST IS USUALLY MOST EFFECTIVE.
  - C. IF SEEDING IS DONE WITH A HYDROSEEDER, FERTILIZER AND MULCH CAN BE APPLIED WITH THE SEEDING IN A SLURRY MIXTURE.
3. APPLY MULCH AND ANCHOR IN PLACE.

#### MAINTENANCE:

1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH AND REPAIR IMMEDIATELY.
3. MONITOR FOR EROSION DAMAGE AND ADEQUATE COVER (80 PERCENT DENSITY); RESEED, FERTILIZE, AND APPLY MULCH WHERE NECESSARY.
4. IF NITROGEN DEFICIENCY IS APPARENT, TOP-DRESS FALL SEEDING WHEAT OR RYE SEEDING WITH 60 POUNDS PER ACRE OF NITROGEN IN FEBRUARY OR MARCH.

**NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 80 PERCENT OR GREATER OVER THE SOIL SURFACE.**

### MULCHING (SURFACE STABILIZATION)

#### PURPOSE:

1. TO PREVENT EROSION BY PROTECTING THE SOIL FROM WIND AND WATER IMPACT.
2. TO PROVIDE TEMPORARY SURFACE STABILIZATION.
3. TO PREVENT SOIL FROM CRUSTING.
4. TO CONSERVE SOIL MOISTURE, MODERATE SOIL TEMPERATURE, AND PROMOTE SEED GERMINATION AND SEEDLING GROWTH.

**NOTE: THIS MEASURE SHOULD NOT BE USED IN STORMWATER RUNOFF CHANNELS OR AREAS WHERE CONCENTRATED FLOW IS ATTEMPTED.**

#### MATERIALS:

**STRAW OR HAY:** 2 TONS PER ACRE, SHOULD BE DRY, FREE OF UNDESIRABLE SEEDS, SPREAD BY HAND OR MACHINE. MUST BE CRIMPED OR ANCHORED.

**WOOD FIBER OR CELLULOSE:** 1 TON PER ACRE, APPLY WITH A HYDRAULIC MULCH MACHINE AND USE WITH TACKING AGENT.

#### COVERAGE:

THE MULCH SHOULD HAVE A UNIFORM DENSITY OF AT LEAST 75 PERCENT OVER THE SOIL SURFACE.

**ALL FORMS OF MULCH MUST BE ANCHORED TO PREVENT DISPLACEMENT BY WIND AND/OR WATER.**

#### APPLICATION:

1. APPLY MULCH AT THE RECOMMENDED RATE (SEE MATERIALS ABOVE).
2. SPREAD THE MULCH MATERIAL UNIFORMLY BY HAND, HAYFORK, MULCH BLOWER, OR HYDRAULIC MULCH MACHINE. AFTER SPREADING, NO MORE THAN 25 PERCENT OF THE GROUND SHOULD BE VISIBLE.
3. ANCHOR STRAW OR HAY MULCH IMMEDIATELY AFTER APPLICATION. THE MULCH CAN BE ANCHORED USING ONE OF THE METHODS LISTED BELOW:
  - A. **MULCH ANCHORING TOOL OR FARM DISK (MILL, SERATED, AND BLADES SET STRAIGHT)**-CRIMP OR PUNCH THE STRAW OR HAY TWO TO FOUR INCHES INTO THE SOIL. OPERATE MACHINERY ON THE CONTOUR OF THE SLOPE.
  - B. **CLEATING WITH DOZER TRACKS**-OPERATE DOZER UP AND DOWN SLOPE TO PREVENT FORMATION OF RILLS BY DOZER CLEATS.
  - C. **WOOD HYDROMULCH FIBERS**-APPLY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
  - D. **SYNTHETIC TACKERS, BINDERS, OR SOIL STABILIZERS**-APPLY ACCORDING TO MANUFACTURER'S RECOMMENDATIONS.
  - E. **NETTING (CONCRETE OR BIODEGRADABLE MATERIAL)**-INSTALL NETTING IMMEDIATELY AFTER APPLYING MULCH. ANCHOR NETTING WITH STAPLES. EDGES OF NETTING STRIPS SHOULD OVERLAP WITH EACH UP-SLOPE STRIP OVERLAPPING FOUR TO SIX INCHES OVER THE ADJACENT DOWN-SLOPE STRIP. BEST SUITED TO SLOPE APPLICATIONS. IN MOST INSTANCES, INSTALLATION DETAILS ARE SITE SPECIFIC, SO MANUFACTURER'S RECOMMENDATIONS SHOULD BE FOLLOWED.

#### MAINTENANCE:

1. INSPECT WITHIN 24 HOURS OF EACH RAIN EVENT AND AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH; REPAIR DAMAGED AREAS, RESEED, APPLY NEW MULCH AND ANCHOR THE MULCH IN PLACE.
3. CONTINUE INSPECTIONS UNTIL VEGETATION IS FIRMLY ESTABLISHED.
4. IF EROSION IS SEVERE OR RECURRING, USE EROSION CONTROL BLANKETS OR OTHER MORE SUBSTANTIAL STABILIZATION METHODS TO PROTECT THE AREA.

**NOTE: MULCH SHOULD HAVE A UNIFORM DENSITY OF AT LEAST 75 PERCENT OVER THE SOIL SURFACE.**

**DORMANT SEEDING & FROST SEEDING**  
**(SURFACE STABILIZATION MEASURE)**

**PURPOSE:**

1. TO PROVIDE EARLY GERMINATION AND SOIL STABILIZATION IN THE SPRING.
2. TO REDUCE SEDIMENT-LOADED STORMWATER RUNOFF FROM BEING TRANSPORTED TO DOWNSTREAM AREAS.
3. TO IMPROVE VISUAL AESTHETICS OF CONSTRUCTION AREA.
4. TO REPAIR OR ENHANCE PREVIOUS SEEDING.

**MATERIALS REQUIRED:**

1. SOIL AMENDMENTS BASED UPON ANALYSIS OF SOIL BY A SOIL TESTING SERVICE. (FERTILIZER, ETC.)
2. SEED (INFORMATION FOLLOWS)
3. MULCH (STRAW, HAY, WOOD FIBER, ETC.) FOR PROTECTION OF SEEDBED, MOISTURE RETENTION AND ENCOURAGEMENT OF PLANT GROWTH. MULCH MUST BE ANCHORED TO PREVENT DISPERSAL BY WIND OR WATER. MAY BE COVERED WITH MANUFACTURED EROSION CONTROL BLANKETS.

**SEED SPECIFICATIONS:**

NOTE THAT SEEDING DONE OUTSIDE OF THE OPTIMUM SEEDING DATES INCREASES THE CHANCES OF SEEDING FAILURE. DATES MAY BE SHORTENED OR EXTENDED DEPENDING ON THE LOCATION OF THE SITE WITHIN THE STATE OF INDIANA. MULCH ALONE IS AN ACCEPTABLE TEMPORARY COVER AND MAY BE USED IN LIEU OF TEMPORARY SEEDING, PROVIDING THAT IT IS APPROPRIATELY ANCHORED. PERENNIAL SPECIES MAY BE USED AS A TEMPORARY COVER, ESPECIALLY IF THE AREA TO BE SEEDDED WILL REMAIN IDLE FOR MORE THAN ONE YEAR (SEE PERMANENT SEEDING).

**TEMPORARY DORMANT OR FROST SEEDING**

- WHEAT OR RYE:** 150 POUNDS PER ACRE
- SPRING DATE:** 150 POUNDS PER ACRE
- ANNUAL RYE GRASS:** 60 POUNDS PER ACRE

**PERMANENT DORMANT OR FROST SEEDING**

**OPEN LOW-MAINTENANCE AREAS (REMAINING IDLE MORE THAN 6 MONTHS)**

- PERENNIAL RYEGRASS & WHITE CLOVER:** RYEGRASS 75 POUNDS PER ACRE + 3 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.8 TO 7.0
- PERENNIAL RYEGRASS & TALL FESCUE:** RYEGRASS 45 POUNDS PER ACRE + 45 POUNDS OF FESCUE PER ACRE, OPTIMUM SOIL PH 5.8 TO 7.0
- TALL FESCUE & WHITE CLOVER:** FESCUE 75 POUNDS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
- KENTUCKY BLUEGRASS, SMOOTH BROMERGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS & WHITE CLOVER:** BLUEGRASS 30 POUNDS PER ACRE + 15 POUNDS OF BROMERGRASS PER ACRE + 5 POUNDS OF SWITCHGRASS PER ACRE + 6 POUNDS OF TIMOTHY PER ACRE + 15 POUNDS OF RYEGRASS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

**STEEP BANKS AND CUTS (LOW-MAINTENANCE AREAS, NOT MOWED)**

- SMOOTH BROMERGRASS & RED CLOVER:** BROME 60 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
- TALL FESCUE & WHITE CLOVER:** FESCUE 75 POUNDS PER ACRE + 30 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
- TALL FESCUE & RED CLOVER:** FESCUE 75 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
- ORCHARD GRASS, RED CLOVER & WHITE CLOVER:** ORCHARD GRASS 45 POUNDS PER ACRE + 30 POUNDS OF RED CLOVER PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.8 TO 7.0

**LAWNS AND HIGH-MAINTENANCE AREAS**

- BLUEGRASS:** BLUEGRASS 210 POUNDS PER ACRE, OPTIMUM PH 5.5 TO 7.0
  - PERENNIAL RYEGRASS & BLUEGRASS:** 90 POUNDS OF RYEGRASS PER ACRE + 135 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM PH 5.8 TO 7.0
  - TALL FESCUE (TURF TYPE) & BLUEGRASS:** FESCUE 250 POUNDS PER ACRE + 45 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.8 TO 7.5
- CHANNELS AND AREAS OF CONCENTRATED FLOW**
- PERENNIAL RYEGRASS & WHITE CLOVER:** RYEGRASS 225 POUNDS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.0
  - KENTUCKY BLUEGRASS, SMOOTH BROMERGRASS, SWITCHGRASS, TIMOTHY, PERENNIAL RYEGRASS & WHITE CLOVER:** BLUEGRASS 30 POUNDS PER ACRE + 15 POUNDS OF BROMERGRASS PER ACRE + 5 POUNDS OF SWITCHGRASS PER ACRE + 6 POUNDS OF TIMOTHY PER ACRE + 15 POUNDS OF RYEGRASS PER ACRE + 3 POUNDS OF WHITE CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
  - TALL FESCUE & WHITE CLOVER:** FESCUE 225 POUNDS PER ACRE + 3 POUNDS OF CLOVER PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5
  - TALL FESCUE, PERENNIAL RYE GRASS, & KENTUCKY BLUEGRASS:** FESCUE 225 POUNDS PER ACRE + 30 POUNDS OF RYEGRASS PER ACRE + 30 POUNDS OF BLUEGRASS PER ACRE, OPTIMUM SOIL PH 5.5 TO 7.5

**NOTE: FOR BEST RESULTS:**

- (A) LEGUME SEED SHOULD BE INOCULATED.
- (B) SEEDING MIXTURES CONTAINING LEGUMES SHOULD BE SPRING-SEEDED ALTHOUGH, THE GRASS MAY BE FALL-SEEDED AND THE LEGUME FROST SEEDED
- (C) IF LEGUMES ARE FALL-SEEDED, DO SO IN EARLY FALL
- (D) IF USING MIXTURES OTHER THAN THOSE LISTED ABOVE, INCREASE SEEDING RATES BY 50 PERCENT OVER THE CONVENTIONAL SEEDING RATES.

**SITE PREPARATION:**

1. GRADE THE SITE TO ACHIEVE POSITIVE DRAINAGE.
2. ADD TOPSOIL TO ACHIEVE NEEDED DEPTH FOR ESTABLISHMENT OF VEGETATION.

**DORMANT SEEDING:**

1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. BROADCAST SOIL AMENDMENTS AS RECOMMENDED BY SOIL TEST AND WORK INTO THE UPPER 2 TO 4 INCHES OF SOIL. IF TESTING IS NOT DONE, APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT.
3. APPLY ANCHORED MULCH IMMEDIATELY AFTER COMPLETION OF GRADING AND ADDITION OF SOIL AMENDMENTS.
4. SELECT APPROPRIATE SEED SPECIES (SEE SEED SPECIFICATIONS ABOVE). BROADCAST THE SEED ON TOP OF THE MULCH AND/OR INTO EXISTING GROUND COVER AT RATES SHOWN. AREAS ARE TO BE SEEDDED WHEN SOIL TEMPERATURES ARE BELOW 50 DEGREES BUT THE SOIL IS NOT FROZEN.

**FROST SEEDING:**

1. TEST SOIL TO DETERMINE PH AND NUTRIENT LEVELS.
2. BROADCAST SOIL AMENDMENTS AS RECOMMENDED BY A SOIL TEST AND WORK INTO THE UPPER 2 TO 4 INCHES OF SOIL BEFORE IT FREEZES. IF TESTING WAS NOT DONE, APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT.
3. SELECT APPROPRIATE SEED SPECIES OR MIXTURE (SEE SEED SPECIFICATIONS ABOVE). BROADCAST THE SEED ON THE SEEDBED WHEN THE SOIL IS FROZEN. DO NOT WORK THE SEED INTO THE SOIL.

**MAINTENANCE:**

1. INSPECT AT LEAST ONCE EVERY SEVEN CALENDAR DAYS.
2. CHECK FOR EROSION OR MOVEMENT OF MULCH.
3. CHECK FOR INADEQUATE COVER (LESS THAN 80 PERCENT DENSITY OVER THE SOIL SURFACE); RESEED AND MULCH IN MID TO LATE APRIL IF NECESSARY. FOR BEST RESULTS, RESEED WITHIN THE RECOMMENDED DATES SHOWN UNDER TEMPORARY AND PERMANENT SEEDING.
4. APPLY 200 TO 300 POUNDS PER ACRE OF 12-12-12 ANALYSIS FERTILIZER, OR EQUIVALENT, BETWEEN APRIL 15 AND MAY 10 OR DURING PERIODS OF VIGOROUS GROWTH.
5. FERTILIZE TURF AREAS ANNUALLY. APPLY FERTILIZER IN A SPLIT APPLICATION. FOR COOL-SEASON GRASSES, APPLY 1/2 IN LATE SPRING AND 1/2 IN EARLY FALL. FOR WARM-SEASON GRASSES, APPLY 1/3 IN EARLY SPRING, 1/3 IN LATE SPRING, AND THE REMAINING 1/3 IN MIDDLE SUMMER.

**NOTE: REQUIRED DENSITY OF VEGETATIVE COVER = 80 PERCENT OR GREATER OVER THE SOIL SURFACE.**

## POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT

This Post-Construction Stormwater Maintenance Agreement, hereinafter referred to as "Agreement," is entered into by and between YES Companies EXP Fred, LLC hereinafter referred to as YES Companies and any successors in interest to YES Companies hereinafter collectively referred to as "Owners," and the City of Goshen, through its Board of Stormwater Management, hereinafter referred to as "City."

### RECITALS

WHEREAS, the Subject Real Property is subject to the zoning and development jurisdiction of the City of Goshen; and

WHEREAS, Owners agree to comply with Ordinance 4329 and any amendment or replacement to Ordinance 4329. Ordinance 4329 requires Owners to install and maintain stormwater management practices on the Subject Real Property in accordance with the requirements of Ordinance 4329, as amended from time to time, and in accordance with approved plans submitted to the Goshen Stormwater Department and permit conditions issued by City; provided, however, that no amendments to Ordinance 4329 shall obligate Owners, or a future real estate owner succeeding them under this Agreement, to revise, amend, or expand upon their obligations under this Agreement, or under the Post-Construction Stormwater Management Plan established by Owners, and submitted to and approved by the City of Goshen, unless and until Owners shall receive written notice of any additional standards or requirements; and

WHEREAS, this Agreement is executed to ensure that the Owners, or their successors in interest, implements in perpetuity all structural and non-structural pollution control measures as identified in the Post-Construction Stormwater Management Plan.

NOW THEREFORE, the Owners and City agree as follows:

1. REAL ESTATE The Subject Real Property consists of certain real estate located at 1001 West Pike Street Goshen, Elkhart County, State of Indiana, and more particularly described as follows:

A part of the Northwest Quarter (NW1/4) of Section 27, Township 36 North, Range 6 East, City of Goshen, Elkhart Township, Elkhart County, Indiana. Subject real estate is more particularly described in Instrument Numbered 2018-08739 as recorded in the Office of the Recorder of Elkhart County, Indiana.

The described real estate shall be referred to throughout this Agreement as the "Subject Real Property".

2. POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

A. The Post-Construction Stormwater Management Plan, hereinafter referred to as "PCSMP", was filed by the Owners with the City of Goshen Stormwater Department. The PCSMP was approved by the City of Goshen Stormwater Utility Board and is available for copying and/or review in the City of Goshen's Stormwater Department. The PCSMP is specifically incorporated into this Agreement by reference, and made a part hereof.

B. The Owners are responsible for implementing and funding the PCSMP. If a third party assumes these responsibilities, the Subject Real Property owners shall notify the City of Goshen's Stormwater Department prior to the transfer of responsibility.

3. MAINTENANCE PLAN

A. The PCSMP establishes the maintenance plan for the Subject Real Property.

B. Owners, or their successors in interest, shall timely and properly implement all post-construction pollution control measures identified in the PCSMP, or otherwise ensure that all post-construction pollution control measures identified in the PCSMP are properly implemented.

C. Owners, or their successors in interest, shall perform all routine and extraordinary maintenance of stormwater management practices identified in the PCSMP, or otherwise ensure that all routine and extraordinary maintenance of stormwater management practices identified in the PCSMP are performed.

D. If for any reason Owners, or their successors in interest, fails to fulfill the obligation to implement all post-construction pollution control measures identified in the PCSMP or fails to timely or properly maintain any stormwater facility, structure or operation identified in the PCSMP, the City of Goshen's Stormwater Department may elect to assess the real estate owners with an assessment of sufficient size to fund the proper maintenance of all pollution control measures and stormwater structure, facility and operation as identified in the PCSMP until Owners, or their successors in interest, resumes such responsibility. Owner, or their successors in interest, shall have no right to rely on the City of Goshen's Stormwater Department assuming such obligation under the terms of this section, nor will Owners, or their successors in interest, be released from any obligation to implement such measures or continue such maintenance if City elects to collect assessments or provide maintenance under the terms of this section.

4. INSPECTION, REPAIRS AND CORRECTIVE ACTIONS

A. Once every five (5) years Owners, or their successors in interest, shall at their own expense have a "best management practice inspection", as defined in 327 IAC 15-13-5(1), conducted by a qualified professional. A copy of the inspection report shall be filed with City's Department of Stormwater Management. Any needed maintenance or repair work identified in the report shall be completed within sixty (60) days of the report.

B. The City, or its designee, is authorized to access the Subject Real Property, as City deems necessary to conduct inspections of the stormwater management practices, facilities, structures, operations, or drainage easements to determine if the facilities are being properly maintained.

C. Upon notification by Goshen's Department of Stormwater Management of maintenance problems, which require repairs or other correctable action, Owners, or their successors in interest, shall complete such repairs or corrective action within sixty (60) days.

D. If Owners, or their successors in interest, does not believe repairs or corrective action identified by Goshen's Department of Stormwater Management are warranted, Owners, or their successors in interest, may appeal the determination to the Board of Stormwater Management by filing a written appeal with the presiding officer of the Board of Stormwater Management within twenty (20) days of the receipt of the notice of the need to make repairs or take corrective action.

E. If Owners, or their successors in interest, association fails to make repairs or take corrective action within sixty (60) days and fails to appeal the need to make such repairs or take such corrective action to the Board of Stormwater Management within twenty (20) days, City is authorized to make the needed repairs or take such corrective action and charge the cost of the repairs and/or correction action to Owners, or their successors in interest. If Owners, or their successors in interest, fail to pay the costs billed, City may take any action necessary to have the unpaid costs assessed against Owners, or their successors in interest, collected with the real estate taxes as a special charge against the real estate. City may take legal action to force Owners, or their successors in interest, to make the needed repairs or to take corrective action without making the needed repairs or taking the correction action if City so elects.

5. REAL ESTATE OWNERS' RESPONSIBILITIES To the extent that the following duties are not carried out by Owners, the Subject Real Property owners, or some other third party, the owner of the Subject Real Property shall be responsible for each of the following:

- A. Maintenance of each post-construction stormwater quality measure located on or used to benefit the owner's real estate.
- B. Informing any entity taking title to a portion of the Subject Real Property with a narrative description of the maintenance guidelines for all post-construction stormwater quality measures prior to the transfer of title to the new owner.
- C. Maintenance of all stormwater maintenance facilities and drainage systems in good working order.
- D. Maintenance of all natural drainage for any portion of the owner's real estate not served by stormwater maintenance facilities or drainage systems.
- E. Maintenance of all erosion sediment control systems installed on the owner's real estate unless such systems were temporary measures only intended to be in place during construction.
- F. Maintenance of all drainage swales on the owner's real estate so the swales do not cause erosion in the receiving channel or at the outlet.
- G. Protection of all natural features such as wetlands and sinkholes on owner's real estate from stormwater runoff pollution.

6. AGREEMENT RUNNING WITH REAL ESTATE This Agreement shall run with the Subject Real Property and be binding upon all successors in interest and assigns. The sale of real estate by Owners, or their successors in interest, does not relieve Owners, or their successors in interest, of any obligation created by this Agreement unless City executes a written release, releasing owner from all liability created by this Agreement.

7. DEED COVENANTS Every deed executed to transfer any portion of the Subject Real Property shall contain a covenant providing for the maintenance of stormwater facilities and for pollution control measures in the following form.

This real estate is subject to the City of Goshen Post-Construction Stormwater Ordinance. The owner of this real estate and any successors in interest to the owners of the real estate are responsible for the operation, maintenance and repair of all pollution control measures on or affecting the real estate and for the operation, maintenance and repair of all stormwater maintenance facilities, structures or operations described in the Post-Construction Storm Water Management Plan applicable to this real estate and filed with the City of Goshen Stormwater Department. City of Goshen is granted



an access and maintenance easement over the real estate to inspect and maintain the stormwater facilities located on the real estate.

In the event the owner of this real estate fails to maintain the stormwater facilities, structures or operations in good working order or fails to properly carry out any pollution control measures applicable to the real estate, the City of Goshen, after notice to the real estate owner, may repair such stormwater facilities or carry out such pollution control measures and charge such costs and expenses to the owner of the real estate at the time the repairs were made or the measures were carried out. Such costs, if not paid upon billing, shall constitute a lien upon the real estate and an encumbrance to the title to the real estate.

8. MISCELLANEOUS

A. Owners, or their successors in interest, agrees that upon the sale of any portion of the Subject Real Property, Owner, or its successors in interest, will advise each prospective purchaser of this Agreement in writing prior to the sale.

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

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

D. No remedy conferred upon any party in this Agreement is intended to be exclusive of any other remedy provided or permitted by law, but each remedy shall be cumulative and shall be in addition to any other remedy given under the terms of this Agreement or existing at law or equity. Every power or remedy provided in this Agreement may be exercised concurrently or independently and as often as deemed appropriate.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the City (Jeremy Stutsman, Michael Landis, and Mary Nichols, the Mayor and Members, respectively, of the City of Goshen Board of Stormwater Management), and the 31<sup>st</sup> day of August, 2020 by the Owner (YES Companies EXP Fred, LLC by Craig Schellbach, Development Manager).

Board of Stormwater Management

YES Companies EXP Fred, LLC by  
Craig Schellbach, Development Manager

\_\_\_\_\_  
Jeremy Stutsman, Mayor

  
\_\_\_\_\_  
Craig Schellbach, Development Manager

\_\_\_\_\_  
Michael Landis, Member

\_\_\_\_\_  
Mary Nichols, Member

State of Indiana )  
 ) SS:  
County of Elkhart )

Before the undersigned, a Notary Public, personally appeared **Jeremy Stutsman, Michael Landis, and Mary Nichols, the Mayor and Members, respectively, of the City of Goshen Board of Stormwater Management** and acknowledged the execution of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public (Signature and Seal)

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

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

State of Texas )  
 ) SS:  
County of Tarrant )

Before the undersigned, a Notary Public, personally appeared **Craig Schellbach, Development Manager, of YES Companies EXP Fred, LLC** and acknowledged the execution of the foregoing instrument this 31st day of August, 2020.

[Signature]  
Notary Public (Signature and Seal)

Diana Garcia  
Printed Name

County of Residence: Tarrant

My Commission Expires: 5-16-21

Commission Number: 124880950



**CERTIFICATE OF PROOF – Board of Stormwater Management**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Witness Name

**PROOF:**  
STATE OF INDIANA  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for said County and State, on \_\_\_\_\_, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows **Jeremy Stutsman, Michael Landis and Mary Nichols** to be the individuals described in and who executed the foregoing instrument; that said WITNESS was present and saw said **Jeremy Stutsman, Michael Landis and Mary Nichols** the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

\_\_\_\_\_  
Notary Public (Signature and Seal)

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

County of Residence: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

CERTIFICATE OF PROOF – Owner

Trudi Render  
Witness Signature

Trudi Render  
Witness Name

PROOF:  
STATE OF Texas

COUNTY OF Tarrant

Before me, a Notary Public in and for said County and State, on August 31, 2020, personally appeared the above named WITNESS to the foregoing instrument, who, being by me duly sworn, did depose and say that he/she knows **Craig Schellbach** to be the individual described in and who executed the foregoing instrument; that said WITNESS was present and saw said **Craig Schellbach** the same; and that said WITNESS at the same time subscribed his/her name as a witness thereto.

[Signature]  
Notary Public (Signature and Seal)

Diana Garcia  
Printed Name

County of Residence: Tarrant

My Commission Expires: 5-16-21

Commission Number: 124880950



**POST-CONSTRUCTION STORMWATER INSPECTION CHECKLIST**

**Winchester Trails Phase Two**  
**YES Companies EXP Fred, LLC**

THE PROJECT IS GENERALLY LOCATED AT THE INTERSECTION OF TIMBERCREST DRIVE AND PORT ROYAL DRIVE IN THE WINCHESTER TRAILS MOBILE HOME PARK ON THE SOUTH SIDE OF GOSHEN, INDIANA.

THE WINCHESTER TRAILS OFFICE IS LOCATED AT 400 WINCHESTER TRAIL IN GOSHEN, INDIANA.

THE PROJECT IS LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 6 EAST, CITY OF GOSHEN, ELKHART TOWNSHIP, ELKHART COUNTY, INDIANA.

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

INSPECTOR'S NAME: \_\_\_\_\_

INSPECTOR'S ADDRESS: \_\_\_\_\_

\_\_\_\_\_

INSPECTOR'S PHONE NUMBER AND EMAIL: \_\_\_\_\_

INSPECTOR'S QUALIFICATIONS: \_\_\_\_\_

**INSPECTION CHECKLIST**

**REVIEW POST-CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN OR PCSMP  
PRIOR TO COMPLETING INSPECTIONS.**

<u>MAINTENANCE ITEM</u>	<u>SATISFACTORY</u> <u>(S)</u> <u>UNSATISFACTORY</u> <u>(US)</u>	<u>COMMENTS</u>
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**TRASH MANAGEMENT**

**MONTHLY (MINIMUM) & AFTER EACH STORM EVENT GREATER THAN 3-INCHES**

<p>COLLECT AND REMOVE ALL TRASH SUCH AS FAST-FOOD CONTAINERS, CANS, WATER BOTTLES, PACKAGING MATERIALS, PLASTIC BAGS, STYROFOAM, PLASTIC SHEETING, ETC. FROM THE PROJECT.</p> <p>TRASH AND DEBRIS ARE TO BE COLLECTED AND REMOVED FROM THE HARD SURFACES (STREETS, DRIVEWAYS, ETC.), ALL STORMWATER INLET STRUCTURES (OPEN GRATE STRUCTURES), AREAS ADJACENT TO THE STRUCTURES, AND FROM ALL VEGETATED AREAS (LANDSCAPING, AREAS OF LAWN, ETC.).</p> <p>ALL COLLECTED TRASH AND DEBRIS ARE TO BE DISPOSED OF IN A PROPER MANNER (IE: BAGGED AND PLACED IN A DUMPSTER AT THE PROJECT).</p>		
<p>VERIFY THAT THE WHEELED CARTS USED BY THE INDIVIDUAL LOTS HAVE LIDS AND ARE LEAK FREE.</p> <p>VERIFY THAT RESIDENTS ARE PLACING CONTAINERS STREET SIDE EACH WEEK FOR PICKUP.</p> <p>LEAKING AND OVERFLOWING CONTAINERS ARE UNACCEPTABLE.</p>		

**VEGETATION**

**INCLUDES ALL MOWABLE AREAS INCLUDING THE REAR YARD SWALES  
MAINTENANCE REQUIRED FREQUENTLY DURING GROWING SEASON  
(DO NOT CUT VEGETATION SHORTER THAN 3-INCHES)**

**DO NOT MOW DURING PERIODS OF DROUGHT**

<ul style="list-style-type: none"> <li>• SIGNS OF EROSION?</li> <li>• SIGNS OF SPARSE VEGETATION?</li> <li>• SIGNS OF DISEASED OR DYING VEGETATION</li> </ul> <p><b>ARE ERODED, SPARSELY VEGETATED, DISEASED OR DYING VEGETATION AREAS BEING REPAIRED AND RESEEDED OR RESTABILIZED AS THEY OCCUR? SECURED MULCH MUST BE APPLIED TO ALL AREAS OF SEEDING.</b></p>		
<p>ARE THE SWALES WELL VEGETATED WITH NO SIGNS OF EROSION?</p> <p><b>RESEED BARE AREAS WITH SEEDING AND SECURED MULCH.</b></p>		
<p>ARE BEEHIVE GRATES TO WHICH THE SWALES FLOW FREE OF VEGETATION AND TRASH?</p> <p><b>GRATES SHOULD BE MAINTAINED EACH TIME THE SWALES ARE MOWED.</b></p>		
<p>ARE THE SWALES DRYING WITHIN 36-HOURS?</p> <p><b>IF THE SWALES DO NOT DRAIN IN 36-HOURS CONTACT A PROFESSIONAL (I.E.: ENGINEER).</b></p>		



**STRUCTURAL MAINTENANCE/REPAIR (ALL STORMWATER STRUCTURES)**

**NOTE: STORM STRUCTURES AT THE PROJECT DO NOT HAVE SUMPS.**

**ANNUAL (MINIMUM) & AFTER EACH STORM EVENT OF 3-INCHES OR GREATER**

<p>GRATES/LIDS ON STORMWATER STRUCTURES (INLETS AND DOGHOUSE MANHOLES) ARE IN GOOD REPAIR - NO CRACKS, BREAKAGE, ETC.</p> <p><b>REPLACE IF DAMAGED, BROKEN, OR MISSING</b></p>		
<p>ANY SIGNS OF STRUCTURAL DAMAGE? (I.E.: DAMAGED CASTINGS ON STRUCTURES, BREAKAGE OF ACTUAL STRUCTURES)</p> <p><b>REPLACE/REPAIR IF DAMAGED OR BROKEN</b></p>		
<p>ANY SIGNS OF DAMAGE TO THE PIPES LOCATED WITHIN THE STRUCTURES?</p> <p><b>REPAIR</b></p>		
<p>ANY SIGNS OF CLOGGING/BLOCKAGE OF THE PIPES WITHIN THE STRUCTURES?</p> <p><b>CONSULT A PROFESSIONAL TO PERFORM CLEANINGS AS NEEDED.</b></p>		
<p>VERIFY THAT BEEHIVE GRATES ON STRUCTURES LOCATED IN THE REAR YARD SWALES ARE OPEN AND ARE FREE VEGETATIVE OVERGROWTH.</p> <p><b>AS EACH MOWING OCCURS.</b></p>		

**PAVEMENT AND CONCRETE (STREETS, DRIVEWAYS, ETC.)  
INSPECTION AND MAINTENANCE**

**ANNUAL (MINIMUM)**

<p>HAVE STREETS BEEN SWEEPED PRIOR TO THE ONSET OF THE WET WEATHER SEASON (MINIMUM)? BIENNIAL SWEEPINGS IN THE FALL AND SPRING ARE RECOMMENDED. A VACUUM ASSISTED STREET SWEEPER IS RECOMMENDED.</p> <p>ARE LEAKS OF VEHICULAR FLUIDS INCLUDING OIL AND GREASE BEING COLLECTED AS THEY OCCUR? ARE USED ABSORBENTS BEING DISPOSED OF PROPERLY?</p> <p>SEAL (PLASTIC SHEETING CAN BE USED) ALL OPEN GRATE STORM STRUCTURES PRIOR TO SWEEPING; UNSEAL STRUCTURES AS SOON AS SWEEPING HAS BEEN COMPLETED.</p>		
<p>ARE STREETS BEING SEALED ON A REGULAR BASIS TO PREVENT CRACKING AND POTHOLES, WHICH ALLOW THE SUBBASE TO ERODE (GENERATE SEDIMENT)?</p> <p>SEAL ALL OPEN GRATE STORM STRUCTURES PRIOR TO SEALING; UNSEAL STRUCTURES WHEN SEALING HAS BEEN COMPLETED. SEALING AND PAVEMENT REPAIRS ARE TO OCCUR DURING DRY WEATHER CONDITIONS ONLY. ALL EXCESS SEALING PRODUCTS OR ASPHALT ARE TO BE DISPOSED OF PROPERLY (IE: DO NOT BURY, BURN OR DUMP EXCESS PRODUCTS).</p>		
<p>CONCRETE SURFACES SUCH AS DRIVEWAYS, CURBING, WALKS, ETC. ARE BEING MAINTAINED ON A REGULAR BASIS (IE: SEALED/REPAIRED) TO PREVENT EROSION OF THE SUBBASE?</p> <p>SEAL ANY OPEN GRATE STRUCTURE, WHICH COULD BE IMPACTED BY CONCRETE REPAIRS PRIOR TO COMMENCING REPAIRS. CONCRETE REPAIRS ARE TO BE COMPLETED DURING DRY WEATHER CONDITIONS ONLY. PROPER CONCRETE WASHOUT PROTOCOLS ARE TO BE FOLLOWED AT ALL TIMES (IE: CONCRETE DELIVERY TRUCKS WITH SELF-CONTAINED WASHOUT SYSTEMS).</p>		

**RETENTION BASIN**

**FOLLOW GENERAL MAINTENANCE GUIDELINES, WHICH FOLLOW.**

<p>COLLECT AND REMOVE FLOATING DEBRIS - <b>MONTHLY AND AFTER EACH STORM EVENT OF 3 INCHES OR GREATER</b></p>		
<p>REMOVE WOODY GROWTHS FROM POND INCLUDING ALONG THE BANK - <b>MONTHLY DURING GROWING SEASON (MINIMUM)</b></p>		
<p>REMOVE WOODY GROWTHS AND RELATED VEGETATION FROM AREAS ADJACENT TO OUTLET PIPES - <b>MONTHLY DURING GROWING SEASON (MINIMUM)</b></p>		
<p>ADD ADDITIONAL STABILIZATION (RIPRAP) ADJACENT TO ALL OUTLET PIPES TO MAINTAIN STABILIZATION - <b>ANNUALLY (MINIMUM)</b></p>		
<p>SPRING MAINTENANCE INCLUDES THE COLLECTION OF ALL DEBRIS GENERATED FROM SNOWMELT. THIS INCLUDES BOTH LOOSE TRASH/DEBRIS AND FLOATING TRASH/DEBRIS - <b>AS SNOWMELT OCCURS</b></p>		
<p>ADDRESS ALGAE BLOOMS - AS THEY OCCUR (I.E.: APPLICATION OF AN ALGAEICIDE SUCH AS MIZZEN® OR GREENCLEAN®)</p> <p><b>ALGAEICIDES CAN CAUSE FISH KILLS DUE TO RAPID OXYGEN DEPLETION, CONSULT A PROFESSIONAL PRIOR TO APPLYING (I.E.: COMPANY SPECIALIZING IN AQUATIC WEED CONTROL)</b></p>		
<p>WHEN MOWING ADJACENT TO THE BASIN MAKE SURE THAT THE DISCHARGE ON THE MAINTENANCE EQUIPMENT IS DIRECTED AWAY FROM THE POND - <b>AS EACH MOWING OCCURS</b></p>		



This instrument prepared by Hillary J. Chrisman-White, Engineering Associate, Abonmarche Consultants, 1009 South 9th Street, Goshen, Indiana 46526

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. **Hillary J. Chrisman-White**

**Return To**

City of Goshen, Stormwater Department, 204 E. Jefferson Street, Suite #1, Goshen, Indiana 46528

**Cross-References**

1. Instrument Number 2018-08739 (Limited Liability Company Warranty Deed from Winchester Trails Partners LLC to YES Companies EXP Fred, LLC) as recorded in the Office of the Recorder of Elkhart County, Indiana.

**PCSMP Winchester Trails (Abonmarche Project #19-0921) 2020-08-20  
Updated Document to Add Required Witness and Notary Information**



Engineering • Architecture • Land Surveying  
1009 South 9th Street • Goshen, Indiana 46526  
T 574.533.9913 • F 574.533.9911



**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **COMMEMORATIVE SIGN**

DATE: September 18, 2020

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A request had been received from Larimer Village community to install a commemorative sign reading BATTLES WAY to commemorate the service of a retiring property manager who is also a long term (20+ years) resident. The current road name is not being changed and the HOA is paying for the cost of the sign. The request was approved by the Engineering and Planning Department as well as discussed at the Traffic Commission meeting on September 17, 2020. The motion approving one sign to be installed at the intersection of Brixworth and Larimer was carried 6-1.

**Requested Motion: Approve the request to install one commemorative sign at the intersection of Brixworth and Larimer that reads BATTLES WAY.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael Landis, Member



**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 Public and Safety

FROM: Engineering

RE: **ROCK RUN SEWER IMPROVEMENTS**  
**(JN: 2019-0025C)**

DATE: September 21, 2020

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Selge Construction has requested a road closure for the work they will be performing for the Rock Run Sewer Improvements Project. Selge has proposed closing North Main Street from north of the Rock Run Creek bridge to the intersection of North Main Street and Middlebury Street. Selge will maintain open access for Meadowlark Cars and Indiana Paint & Collision. Furthermore, the closure will require a bike and pedestrian detour of the Maple City Greenway through Kauffman Park.

The closure will occur from September 22, 2020 through October 30, 2020 and will occur concurrently with the road closure for the North Main Street Improvements Project (2016-0020). See attached traffic control plan.

**Requested motion: Move to approve the temporary closure of North Main Street between the Rock Run Creek Bridge and intersection of North Main Street and Middlebury Street from September 22, 2020 through October 30, 2020.**

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

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Jeremy Stutsman, Mayor

---

Mike Landis, Board Member

---

Mary Nichols, Board Member







**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 Public Works and Safety

FROM: Goshen Engineering Department

RE: **LINCOLN AVENUE & STEURY AVENUE LANE RESTRICTIONS – EAST  
GOSHEN WATER MAIN REPLACEMENT (JN: 2019-0037)**

DATE: September 21, 2020

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NIPSCO has requested permission to restrict traffic along portions of the northbound lane of Steury Avenue and westbound lane of Lincoln Avenue, near the intersection of the two streets, from September 22 to October 16, 2020. Their subcontractor, Miller Pipeline, will be relocating gas mains in order to allow water main construction to continue on Steury Avenue, as well as prepare for 2021 roadway re-construction in this area. Traffic control measures will be in place before work begins. Flaggers will maintain two-way traffic along Steury Avenue and Lincoln Avenue, west of Steury. The current eastbound lane closure on Lincoln Avenue will be adjusted to route westbound traffic around the restriction.

Please see the attached drawing of the proposed work areas.

**Requested motion: Move to approve lane restrictions near the intersection of Lincoln Avenue & Steury Avenue from September 22 to October 16, 2020.**

**ACCEPTED:**

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

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Jeremy Stutsman, Mayor

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Mike Landis, Board Member

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Mary Nichols, Board Member

LANE RESTRICTION CONTINUES TO JUST NORTH OF 300 STEURY AVENUE

FLAGGERS WILL MAINTAIN TWO-WAY TRAFFIC

STEURY AVENUE

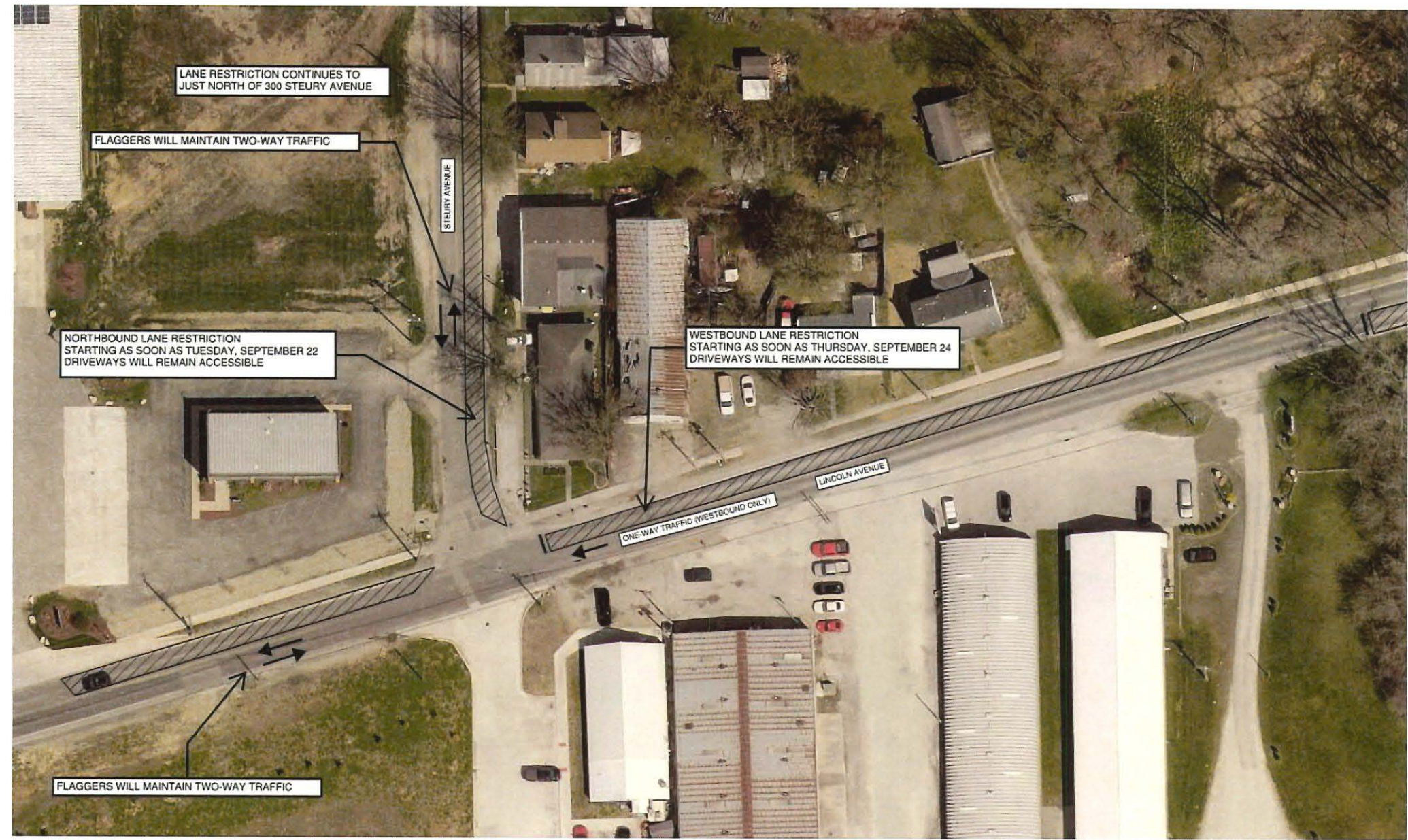
NORTHBOUND LANE RESTRICTION STARTING AS SOON AS TUESDAY, SEPTEMBER 22 DRIVEWAYS WILL REMAIN ACCESSIBLE

WESTBOUND LANE RESTRICTION STARTING AS SOON AS THURSDAY, SEPTEMBER 24 DRIVEWAYS WILL REMAIN ACCESSIBLE

LINCOLN AVENUE

ONE-WAY TRAFFIC (WESTBOUND ONLY)

FLAGGERS WILL MAINTAIN TWO-WAY TRAFFIC





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **CLOSURE OF PARKING SPACES ON THIRD STREET**

DATE: September 15, 2020

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A request has been made to close two parking spaces in front of 525 S. Third Street on Monday, October 12, 2020. The spots are needed for pod storage units while the resident is moving.

**Requested Motion: Approve the closure of two parking spaces in front of 525 S. Third Street on October 12, 2020, for moving purposes.**

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

\_\_\_\_\_  
Jeremy Stutsman, Mayor

\_\_\_\_\_  
Mary Nichols, Member

\_\_\_\_\_  
Michael Landis, Member



City Clerk-Treasurer

**CITY OF GOSHEN**

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21 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: 215 S. Main St. Sidewalk Closure

Brad Weirich, representing Fables Books, requests permission to close the sidewalk at 215 S. Main St. to perform exterior painting on the building on Fridays in the month of October, weather-dependent.

Mr. Weirich plans to attend the Sept. 21<sup>st</sup> meeting.



City Clerk-Treasurer  
CITY OF GOSHEN

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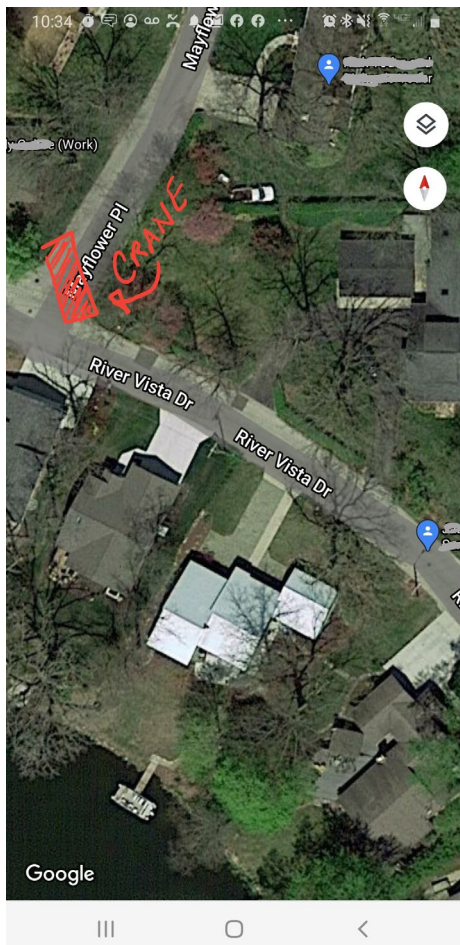
21 September 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Mayflower Place crane placement for tree removal, Sept. 22

Jonathan Corbin, representing My Tree Climber, requests permission close the street and place a crane at Mayflower Place near the intersection of River Vista Dr. (see below photo submitted by Mr. Corbin) Sept. 22 from approximately 12:30 p.m. to 2:00 p.m. to remove an oak tree that is dead at the top. Mr. Corbin notes that the two properties with driveway access from Mayflower Pl. can access from the east.



DATE: September 21, 2020  
TO: Board of Public Works and Safety  
FROM: Jeremy Stutsman  
RE: Trick-or-Treating hours

I recommend that the hours for trick-or-treating for 2020 be 5:30–8:00 p.m. on Saturday, October 31.

Information about recommended extra safety measures due to COVID-19 will be sent out in a press release this week.

Thank you for your attention to this matter.