



Board of Public Works & Safety and Stormwater Board

Regular Meeting Agenda

2:00 p.m. October 26, 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

Approval of Minutes – Oct. 19

Changes to Agenda

- (1) Open Quotes for Compact Wheel Loader Purchase
- (2) Request for Use of Parking Spaces by Electric Brew (Myron Bontrager)
- (3) Mechanical License for Martin L. Kain (Ramer)
- (4) Post-Construction Plan Approval Horizon of Hope Gazebo, JN: 2013-2037 (Kauffman)
- (5) Building Commissioner Order for 203 Queen St. (Newcomer)
- (6) Agreement: Ladder Testing with Diversified (Newcomer)
- (7) Agreement: Stormwater Drainage System Design with Abonmarche (Marks)
- (8) Extension of Steury Ave. Lane Closure to Nov. 6, JN: 2019-0037 (Sailor)
- (9) Lane Restrictions on College Ave., Dierdorff Rd. for NIPSCO, Oct. 27-30 (Sailor)

PRIVILEGE OF FLOOR

APPROVAL OF CLAIMS

Adjournment



MINUTES of October 19, 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: Member Mike Landis, Member Mary Nichols

Absent: Chair Jeremy Stutsman

Minutes of Oct. 12 were presented.

Nichols/Landis moved to approve minutes of Oct. 12, 2020 as presented. Passed 2-0.

Nichols/Landis moved to approve the agenda as presented. Passed 2-0. *[Note: An Item #12, NIPSCO project and traffic control for College Ave. and Dierdorff, was added and acted upon at the end of the meeting.]*

Resignation of Police Captain Chris Juroff

Police Chief Jose Miller presented the packet memo.

Nichols/Landis moved to accept the resignation of Captain Chris Juroff effective Nov. 2, 2020. Passed 2-0.

Promotion of Michael J. Heckathorn to Patrol Officer

Police Chief Jose Miller presented the packet memo.

Nichols/Landis moved approve the promotion of Michael J. Heckathorn from position of Probationary Patrol Officer to rank of Patrol Officer effective Oct. 21, 2020. Passed 2-0.

Member Michael Landis swore in Michael J. Heckathorn.

Awning in Right-of-Way, El Duranguenze, 113 W. Washington St.

Diane Harvell, Awings Unlimited, presented the request consistent with the rendering and shop drawing in the packet. Landis asked whether it would be a new or replacement awning. Harvell replied that it would be new. Landis asked whether this is standard. Harvell said it is. Rossa Deegan, Assistant City Planner, said it meets zoning standards.



Nichols/Landis moved to approve the awning at 113 W. Washington St. Passed 2-0.

[Due to late arrival of petitioner, next two items were reversed in order from the agenda.]

Variance Request: Gravel Parking Surface, 605 E. Logan St.

Crystal Welsh, Abonmarche Consultants, presented the request consistent with the materials in the meeting packet. Discussion clarifying current condition and scope of proposal ensued.

Landis asked about change of land use. Welsh said that zoning was manufacturing and climbing facility is allowed. Landis noted roof was new and work being done, which is positive.

Further discussion clarifying layout.

Landis asked whether primary reason for using gravel is cost savings. Welsh said it is; business owner is trying to start an interesting business and there is uncertainty. Use of gravel is also consistent with surroundings.

Civil City Engineer Josh Corwin stated that Engineering Dept. has several concerns, including gravel being tracked into roadway, material migrating into floodway, lack of proper pavement markings, use of gravel setting precedent for other commercial development. Requested if approval granted, timetable be specified.

Deegan said hard surface would be preferable. Requested at a minimum, all parking spaces be paved with hard surface.

Landis explained his difficulty allowing gravel when a use is being changed, along with concern for precedent. Noted that building codes require buildings being restored to come up to current codes.

Nichols wondered about the 2-year timeframe proposed by Engineering Dept. Welsh said that would allow for the business to get up and operating. Landis asked who was paying for retention pond and driveway. Welsh said property owner pays.

Ryan Borntreger, climbing business owner, said he had hoped to get the business open in September. Would like to open as soon as possible. Said even temporary relief would be helpful.

City Attorney Bodie Stegelmann explained that relief from the standard goes with the property, not the business, and would be granted for a specific amount of time.

Nichols/Landis moved to grant temporary relief from hard surface requirement for the proposed new gravel areas for a period of 18 months. Passed 2-0.



Variance Request: Gravel Driveway Surface, 810 Indiana Ave.

Alma Carreón, 810 Indiana Ave., (with Communications Coordinator Sharon Hernandez translating) presented the letter included in the packet, along with photos of properties in the vicinity (attached as Exhibit A).

Landis asked whether the gravel is for storing vehicles or only for driveway. Carreón said for driveway. Landis asked if use was business or personal. Carreón said personal use. Landis asked how far from street gravel begins. After some discussion, measurement was uncertain. Later, Deegan said he thought it was far enough back that gravel would likely not go onto the road.

Deegan said Planning staff was made aware of the gravel installation in late July within the side setback and on the neighboring property to the south. Staff said plan being presented is reasonable. Noted zoning is A-1 which requires 10-ft setback, and since 5-ft setback is proposed, BZA approval would be required.

Nichols/Landis moved to approve the gravel driveway at 810 Indiana Ave. as shown in the drawing (included in the packet). Passed 2-0.

Change Order 3: Police Training Facility, JN: 2018-0014

Director of Public Works Dustin Sailor presented the packet memo.

Nichols/Landis moved to approve Change Order 3 for the Goshen Police Department Shooting Range Training Center, extending the project completion date from Nov. 10 to Dec. 4, 2020. Passed 2-0.

Agreement Amendment: Assistance with Reporting of GASB Statement #34

Clerk-Treasurer Adam Scharf presented the packet memo.

Nichols/Landis moved to approve the amendment of the Agreement for Assistance with Reporting Requirements of GASB Statement No. 34, adjusting the fee from \$5,150 to \$5,300. Passed 2-0.

Conditional Offer of Employment of and Agreement with Tyler Allen Schaaf

Legal Compliance Administrator Shannon Marks presented the packet memo.

Nichols/Landis moved to extend a conditional offer of employment to Tyler Allen Schaaf as a probationary patrol officer and to approve and execute the Conditional Offer of Employment Agreement with Tyler Allen Schaaf. Passed 2-0.



Community Crossings Grant 2020-2 Financial Commitment, JN: 2020-0035

Corwin presented the packet memo.

Nichols/Landis moved to approve Mayor Stutsman to sign the financial commitment letter for the 2020-2 CCMG application, committing the amount of \$549,975.50 toward the project costs. Passed 2-0.

Extension of Steury Ave. Southbound Lane Closure, JN: 2019-0037

Sailor presented the packet memo.

Nichols/Landis moved to approve an additional time extension for the closure of the southbound lane of Steury Avenue until Oct. 30, 2020. Passed 2-0.

Extension of Lincoln Ave. & Steury Ave. Lane Restrictions, JN: 2019-0037

Sailor presented the packet memo.

Nichols/Landis moved to approve the extension of lane restrictions near the intersection of Lincoln Ave. and Steury Ave. until Oct. 30, 2020. Passed 2-0.

NIPSCO Substation and Power Line Installation

Sailor explained that NIPSCO is installing a new substation off Dierdorff south of College Ave., along with additional power lines. Staff learned that traffic restriction and a road closure had already occurred, and staff informed NIPSCO that board approval was required for such. Sailor provided additional materials attached as Exhibit B.

Nichols/Landis moved to approve lane restriction on Dierdorff Road, Section 2 as shown on [Exhibit B] and traffic control plan subject to approval by Engineering Department, Oct. 19-26, 2020. Passed 2-0.

PRIVILEGE OF FLOOR: No one spoke.



Landis/Nichols moved to approve civil city and utility claims and to adjourn. Passed 2-0.

Adjournment at 2:48 p.m.

Exhibit A: Photos related to 810 Indiana Ave. variance request

Exhibit B: Memo and map related to NIPSCO traffic restrictions Dierdorff Rd. and College Ave.

APPROVED

Jeremy Stutsman, Chair

Michael Landis, Member

Mary Nichols, Member

ATTEST

Adam Scharf, Clerk-Treasurer

Exhibit A - 19 Oct. 2020 Board of Works Minutes



605 S. Indiana Ave.



302 S. Indiana Ave.



509 S. Indiana Ave.



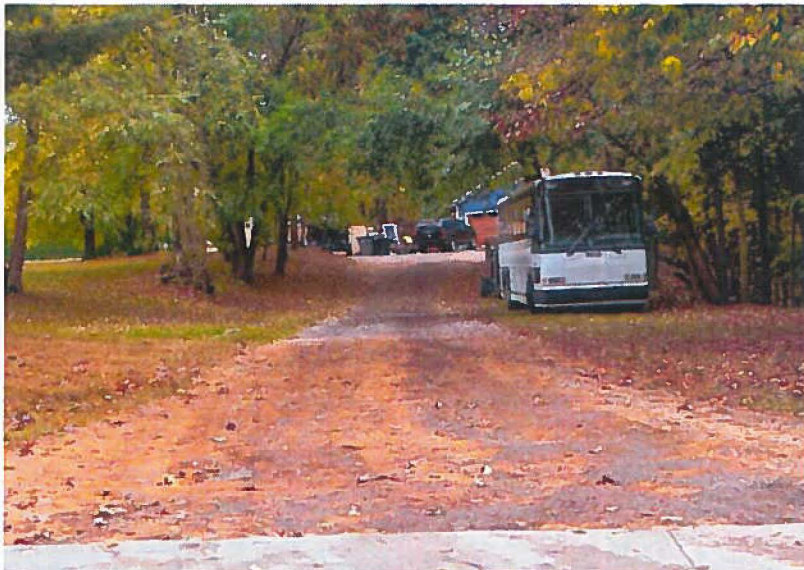
509 S. Indiana Ave.



505 S. Indiana Ave.



513 Dewey Ave



909 S. Indiana Ave.



1120 Berkey Ave.



**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: **NIPSCO ELECTRIC LANE RESTRICTIONS ON DIERDORFF ROAD**

DATE: October 19, 2020

NIPSCO Electric will be placing new power poles along the east side of Dierdorff Road from College Avenue to Eisenhower Drive as part of the College Avenue and US 33 intersection project. The north bound lane will be closed to allow for the line trucks to safely install the new power poles and wires. The north bound traffic will be detoured around the area and the south bound lane will remain open in one direction south. This request is for Section 2 shown on the attached map. The other lane restriction sections will be submitted for approval at a later date. The lane restriction is scheduled to beginning October 19, 2020 through October 26, 2020.

Requested Motion: Approve lane restriction on Dierdorff Road, Section 2 as shown on attached map and traffic control plan beginning October 19, 2020 through October 26, 2020.

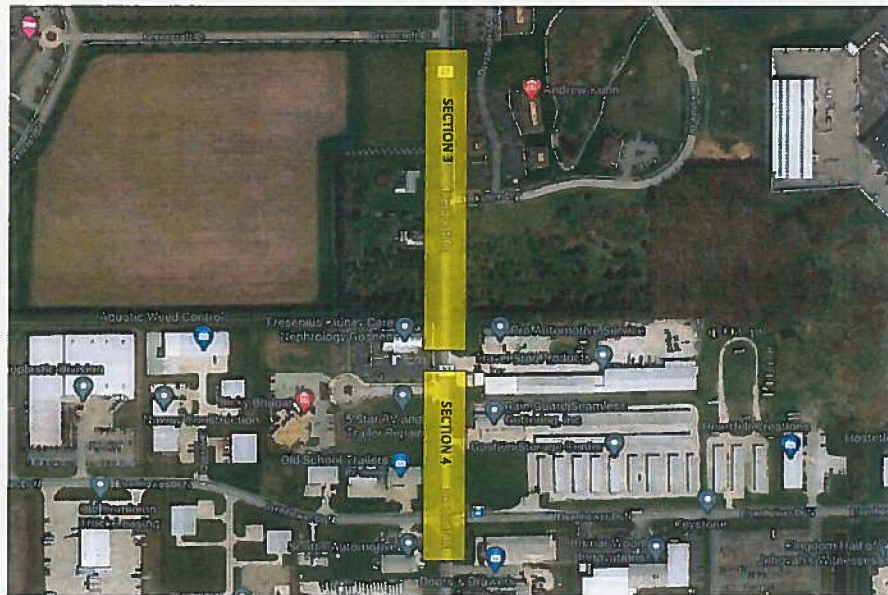
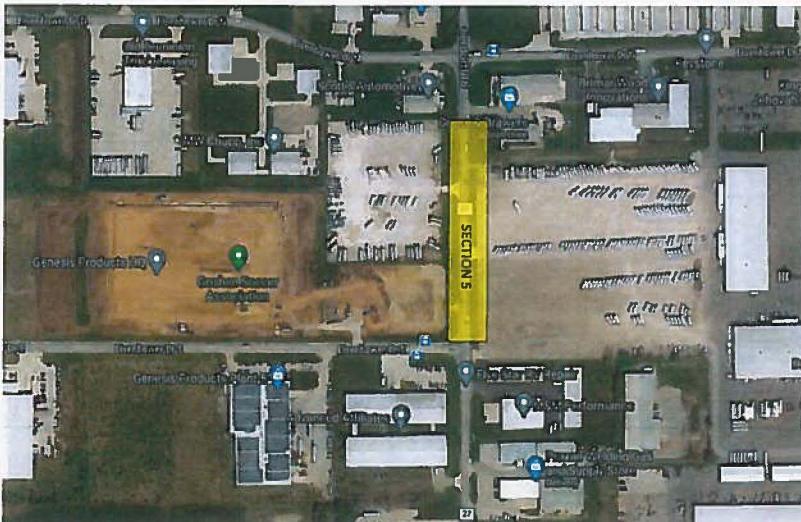
**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

Mary Nichols, Member

Michael Landis, Member

Section 1	Task Install poles/transfer distribution conductor Pull in new conductor, reduced traffic area to corner of College and Dierdorff	Traffic Start 10/12/2020 11/19/2020	Traffic End 10/16/2020 12/3/2020
Section 2	Task Install poles/pulling blocks/rope	Traffic Start 10/19/2020	Traffic End 10/26/2020
Section 3	Task Install poles/pulling blocks/rope	Traffic Start 10/27/2020	Traffic End 11/3/2020
Section 4	Task Install poles/pulling blocks/rope	Traffic Start 11/4/2020	Traffic End 11/10/2020
Section 5	Task Install poles/pulling blocks/rope Pull in new conductor, reduced traffic area to corner of S Eisenhower and Dierdorff	Traffic Start 11/11/2020 11/19/2020	Traffic End 11/18/2020 12/3/2020
Section 6	Task Install poles/transfer distribution and transmission conductor	Traffic Start 10/19/2020	Traffic End 10/26/2020





**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

October 26, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Open Quotes for Compact Wheel Loader Purchase

Bids are due to be opened today for the purchase of a Compact Wheel Loader



City Clerk-Treasurer
CITY OF GOSHEN

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

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

clerktreasurer@goshencity.com • www.goshenindiana.org

24 October 2020

To: Board of Public Works & Safety

From: Adam Scharf

Re: Electric Brew Request for Parking Space Use Nov. 27 & 28

Myron Bontrager, representing The Electric Brew, requests use of the two parking spaces immediately east of the patio in front of the Brew on November 27 & 28.

Mr. Bontrager explained via email: "Because of COVID, we would like to use that space on those days to set up our espresso trailer and serve that that area. It would allow us to increase sales while also limiting the number of people indoors. We would set up first thing on Thursday morning and tear down early evening Friday."

Mr. Bontrager plans to attend remotely on Oct. 26.



**Building Department
CITY OF GOSHEN**

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

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

October 26, 2020

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

RE: MECHANICAL LICENSE REQUEST

Martin L. Kain has met the requirements for a City of Goshen Mechanical license. Mr. Kain took the Master Limited Air Conditioning examination in Elkhart, Indiana, given by Prometric, on January 16, 2020, with a score of 76%. The City of Goshen requires a passing score of 70%.

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

Regards,

A handwritten signature in cursive script, appearing to read "Myron Grise".

Myron Grise
Assistant Building Commissioner

Presented by

A handwritten signature in cursive script, appearing to read "Jim Ramer".

Jim Ramer
Residential Building Inspector



EXAMINATION RESULTS NOTIFICATION

January 16, 2020

~~MLK~~ Angola Martin L. Kain

XXX-XX- [REDACTED]

Dear Candidate:

We are pleased to inform you that you achieved a passing score on your recent City of Elkhart (Mechanical) examination.

Your score(s) are as follows:

01/13/2020 Elkhart, IN

Master Limited Air Conditioning

76

Pass

City of Elkhart (Mechanical) requires a passing percentage of 75%.

Please note that passage of the exam is no guarantee a certificate of qualification will be issued by the Licensing Board.

To help you gain the recognition you deserve, Prometric has prepared a Certificate of Achievement, beautifully designed and very suitable for framing (8-1/2 x 11) for only \$30.00 per category.

Please fill out the order form below, cut along the dotted line, then send the completed form to Prometric. Payment options: check, money order, Visa or MasterCard. Credit card orders may be faxed to (800)813-6670. All others send to Prometric, 7941 Corporate Dr, Nottingham MD 21236. Allow 2-3 weeks for delivery.

Certificate of Achievement Request

MLK Angola

XXX-XX- [REDACTED]

City of Elkhart (Mechanical) - Master Limited Air Conditioning
- 01/13/2020

Quantity

1

x \$30.00 =

\$ 30.00

For credit card payment, complete the following.

Card Type:

Visa

[REDACTED]

Card No.

[REDACTED]

[REDACTED]

[REDACTED]

IN38 - bas-inelkh - J



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

Phone (574) 534-2201 • Fax (574) 533-8626
jasonkauffman@goshencity.com • goshenindiana.org

MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Jason Kauffman

RE: **POST-CONSTRUCTION PLAN APPROVAL
HORIZON OF HOPE GAZEBO (JN: 2013-2037)**

DATE: October 26, 2020

The developer of the Horizon of Hope Gazebo project to construct a 20' by 30' gazebo, has submitted a sufficient second amendment to an existing post-construction plan (originally accepted on January 17, 2014) 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 that we accept the second amendment to the post-construction stormwater management plan for Horizon of Hope Gazebo as it has been found to meet the requirements of City Ordinance 4329.

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



58640 State Road 15
Goshen, IN 46528
574-533-0337
574-533-9736

Second Amended Post Construction Plan General Permit Rule for Stormwater Discharges Associated with Construction Activity

General Permit Rule 324 IAC 15-5 (Rule 5)

For:

Horizon of Hope
Located in Goshen, IN

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____.

Mayor – Signature
Jeremy Stutsman, Mayor

Member – Signature
Mary Nichols, Member

Member – Signature
Mike Landis, Member

Preface

The 2014 & 2015 approved (Goshen City) site plans for Horizon of Hope have been revised and amended. The current revisions affect the area to the southeast of the main structure. The revisions are to add a 20'x29.5' gazebo in that area.

The addenda is being prepared to address the revisions or amendments in stormwater quality measures, which will be occurring in the area southeast of the main structure.

Location

The development is located in the Northeast Quarter of Section 4, Township 36 North, Range 6 East, City of Goshen, Elkhart Township, Elkhart County, Indiana. The new development contains about 600 s.f., more or less.

PCSMP

A Post-Construction Stormwater Management Plan (PCSMP) was prepared for Horizon of Hope by Progressive Engineering, Inc. of Goshen, Indiana. The Post-Construction Stormwater Management Plan (PCSMP) was approved by and accepted by the Stormwater Utility Board of the City of Goshen, Indiana, on the 17th day of January in 2014. The first amendment to the original Post-Construction Stormwater Management Plan (PCSMP) was approved by and accepted by the Stormwater Utility Board of the City of Goshen, Indiana on the 27th Day of April in 2015.

The original Post-Construction Stormwater Management Plan (PCSMP) was recorded as Instrument Number 2014-01909 in the Office of the Recorder of Elkhart County, Indiana.

The first amendment to the original Post-Construction Stormwater Management Plan (PCSMP) was recorded as Instrument Number 2015-09050 in the Office of the Recorder of Elkhart County, Indiana.

Applicability

This Second Amendment to the original Post-Construction Stormwater Management Plan (PCSMP) is to replace the previous existing recorded agreements.

Addenda

The addenda to the Post-Construction Stormwater Maintenance Plan (PCSMP) for Horizon of Hope include the following exhibits:

- a. Revised narrative to Post Construction Stormwater Management Plan (PCSMP). Revised narrative title "Exhibit 1".
- b. Revised Post-Construction stormwater maintenance agreement. "Exhibit 2".
- b. Drawing containing the revised stormwater quality measures located within the southeast corner of the main structure. The drawing sheet is titled "Exhibit 3".

Best Management Practices

Best Management practices and the maintenance of those measures are contained within the original & first amendment to the Post-Construction Stormwater Management Plan (PCSMP) recorded as **Instrument Numbers 2014-01909 & 2015-09050** in the Office of the Recorder of Elkhart County, Indiana. Maintenance procedures contained within **Instrument Numbers 2014-01909 & 2015-09050** are to apply to these amendments as if contained herein.

EXHIBIT 1

ADDENDA:

**HORIZONS OF HOPE
POST-CONSTRUCTION PLAN**

Project Narrative

Horizons of Hope is desiring to construct a gazebo on the Oaklawn Psychiatric Center campus on the North side of Goshen. A new structure is proposed at the Southeast corner of the main structure. The contour grading is to remain undisturbed for this project. The property is located at 330 State Road 15 in Goshen, IN, in the Northeast Quarter of Section 4, Township 36 North, Range 6 East, Elkhart Township, Elkhart County, Indiana. The site lies within the R-1 Residential Zone with a special use permit. The overall site consists of several health care facilities and parking areas, and drainage features. The subject site was constructed in 2014, under the purview of a Post Construction Plan that was approved by the Stormwater Utility Board of the City of Goshen on April 27, 2015 and recorded in Document No. 2015-09050 in the Office of the Recorder of Elkhart County, Indiana. A gravel drive along the West side of the parcel that services two similar health care facilities to the North of the subject site will be used to access the proposed site herein described. The proposed usage for this current project will be to build an outdoor gathering area. The entire site consists of 33+/- acres, but the subject parcel for this development consists of 600 square feet and the disturbed area will be about 1600 sf. This area is located at Latitude 41°36'16" North and Longitude 85°50'07" West and the HUC Code is 04050001210040. The surface disturbance includes construction of a gazebo. Storm water is designed for directional flow and sheet flow into the settlement basins, then under the road, into a retention area. The storm water is to be held in these areas, and the treated storm water will then, ultimately, drain into the Elkhart River by subsurface flow. General surface water flows from the North property line to an area North of the entry road, which outlets into the retention area to the South of the entry road. The parcel is not located in flood zone as shown on the F.I.R.M Community Panel 18039C0252D. The adjoining land use is Residential to the East, wetland area and Commercial uses to the South, Health Care facility to the West and a church to the North.

EXHIBIT 2

POST-CONSTRUCTION STORMWATER MAINTENANCE AGREEMENT

This Post-Construction Stormwater Maintenance Agreement, hereinafter referred to as "Agreement," is entered into by and between Horizon of Hope and any successor in interest to Horizon of Hope, hereinafter collectively referred to as "Owner," 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, Owner agrees to comply with Ordinance 4329, as effective on the date of this Agreement, which requires Owner to install and maintain stormwater management practices on the Subject Real Property in accordance with the requirements of Ordinance 4329, and in accordance with approved plans submitted to Goshen Stormwater Department and permit conditions issued by City; and

WHEREAS, any changes to the Subject Real Property made in the future, that are not part of this Agreement, will require compliance with Ordinance 4329, in its form effective on the date of such changes, and a new or revised Post-Construction Stormwater Management Plan;

WHEREAS, this Agreement is executed to ensure that Owner, or its 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 Owner and City agree as follows:

1. REAL ESTATE The Subject Real Property consists of certain real estate located at 330 State Road 15, Goshen, Elkhart County, State of Indiana, and more particularly described as follows:

PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 36 NORTH, RANGE 6 EAST, SITUATE IN ELKHART TOWNSHIP, ELKHART COUNTY, STATE OF INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT AN IRON STAKE MARKING THE SOUTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 4; THENCE NORTHWARDLY, ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 1101.21 FEET TO AN IRON STAKE AT THE SOUTHWEST CORNER OF LAND DESCRIBED IN A DEED TO KERMIT D. ROTH, ET AL, (DEED RECORD 399, PAGE 185); THENCE EASTWARDLY, WITH A DEFLECTION ANGLE OF 89 DEGREES 56'30" TO THE RIGHT AND ALONG THE SOUTH LINE OF SAID KERMIT D. ROTH, ET AL, LAND, A DISTANCE OF 3120.78 FEET TO THE CENTERLINE OF INDIANA STATE ROAD 15; THENCE SOUTHWARDLY, WITH AN INTERIOR ANGLE OF 90 DEGREES 42'30" AND ALONG THE CENTERLINE OF SAID STATE ROAD 15, A DISTANCE OF 300 FEET; THENCE WEST, PARALLEL WITH THE NORTH LINE OF THE PARENT TRACT AS DESCRIBED ABOVE, 660 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST, ON THE LAST DESCRIBED BEARING, 300 FEET; THENCE SOUTH, PERPENDICULAR TO THE LAST DESCRIBED BEARING, 200 FEET; THENCE EAST 300 FEET; THENCE NORTH 200 FEET TO THE POINT OF BEGINNING. CONTAINING 1.38 ACRES, MORE OR LESS.

The described real estate shall be referred to throughout this Agreement as the "Subject Real Property." A map showing the site location is attached as Exhibit 3.

2. POST-CONSTRUCTION STORMWATER MANAGEMENT PLAN

A. The Post-Construction Stormwater Management Plan, hereinafter referred to as "PCSMP," was filed by Owner 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 Owner is responsible for implementing and funding the PCSMP. If a third party other than a grantee of the Subject Real Estate assumes these responsibilities, the Subject Real Property owner 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. Owner, or its 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. Owner, or its 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 in a timely and workman-like manner.

D. If for any reason Owner, or its 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 owner 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 Owner, or its successors in interest, resumes such responsibility. Owner, or its 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 Owner, or its 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 Owner, or its 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 maintained in accordance with applicable laws and the PCSMP.

C. Upon notification by Goshen's Department of Stormwater Management of violations of applicable laws or the PCSMP which require repairs or other correctable action, Owner, or its successors in interest, shall complete such repairs or corrective action within sixty (60) days.

D. If Owner, or its successors in interest, does not believe any such repairs or corrective action identified by Goshen's Department of Stormwater Management are warranted, Owner, or its 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 Owner, or its successors in interest, association fails to make any such 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 Owner, or its successors in interest. If Owner, or its successors in interest, association fail to pay the costs billed, City may take any action necessary to have the unpaid costs assessed against Owner, or its successors in interest, collected with the real estate taxes as a special charge against the real estate. City may take legal action to force Owner, or its 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 Owner, the Subject Real Property owner, 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 in accordance with the applicable laws and the PCSMP.

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 required by applicable laws or the PCSMP prior to the transfer of title to the new owner.

C. Maintenance of all stormwater maintenance facilities and drainage systems in accordance with the applicable laws and the PCSMP.

D. Maintenance of all natural drainage for any portion of the owner's real estate not served by stormwater maintenance facilities or drainage systems in accordance with applicable laws and the PCSMP.

E. Maintenance of all erosion sediment control systems installed on the owner's real estate in accordance with applicable laws and the PCSMP 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 in accordance with applicable laws and the PCSMP 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 in accordance with applicable laws and the PCSMP.

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. In the event of the sale of real estate by Owner, or its successors in interest, Owner, or its successors in interest, may seek release of its liability under any obligation created by this Agreement, so long as Owner has complied with all requirements created by this Agreement, and City shall not unreasonably withhold such release of liability after inspection reveals compliance with all obligations 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 ("PCSO"). 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 in accordance with the PCSO 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 ("PCSMP") and filed with and approved by 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 accordance with the PCSO and PCSMP or fails to properly carry out any pollution control measures applicable to the real estate under applicable law, and after notice to the real estate owner, the owner of the subject real property shall perform any required repairs or other correctable action identified in the notice, within sixty (60) days of such notice. If Owner, or its successors in interest, does not believe any such repairs or corrective action identified by Goshen's Department of Stormwater Management are warranted, Owner, or its 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. If Owner, or its successors in interest, association fails to make any such 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 Owner, or its successors in interest. If Owner, or its successors in interest, association fail to pay the costs billed, City may take any action necessary to have the unpaid costs assessed against Owner, or its successors in interest, collected with the real estate taxes as a special charge against the real estate. City may take legal action to force Owner, or its 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.

8: MISCELLANEOUS

A. Owner, or its 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, and the _____ day of _____, 20____ by the Owner.

Board of Stormwater Management

Jeremy Stutsman, Mayor

Michael Landis, Member

Mary Nichols, Member

Owner

By Norman Yoder

Printed Norman Yoder

Its HORIZON OF HOPE

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: _____

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before the undersigned, a Notary Public, personally appeared Norman Yoder, the
16th of Oct and acknowledged the execution of the foregoing
instrument this 16th day of Oct, 20 20.



Tina Yoder
Notary Public (Signature and Seal)

Tina Yoder
Printed Name

County of Residence: Elkhart

My Commission Expires: 10-23-2026

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 individual(s) 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: _____

CERTIFICATE OF PROOF – Owner

Evan Olinger
Witness Signature

Evan Olinger
Witness Name

PROOF:

STATE OF INDIANA

COUNTY OF LaGrange

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



Tina Yoder
Notary Public (Signature and Seal)

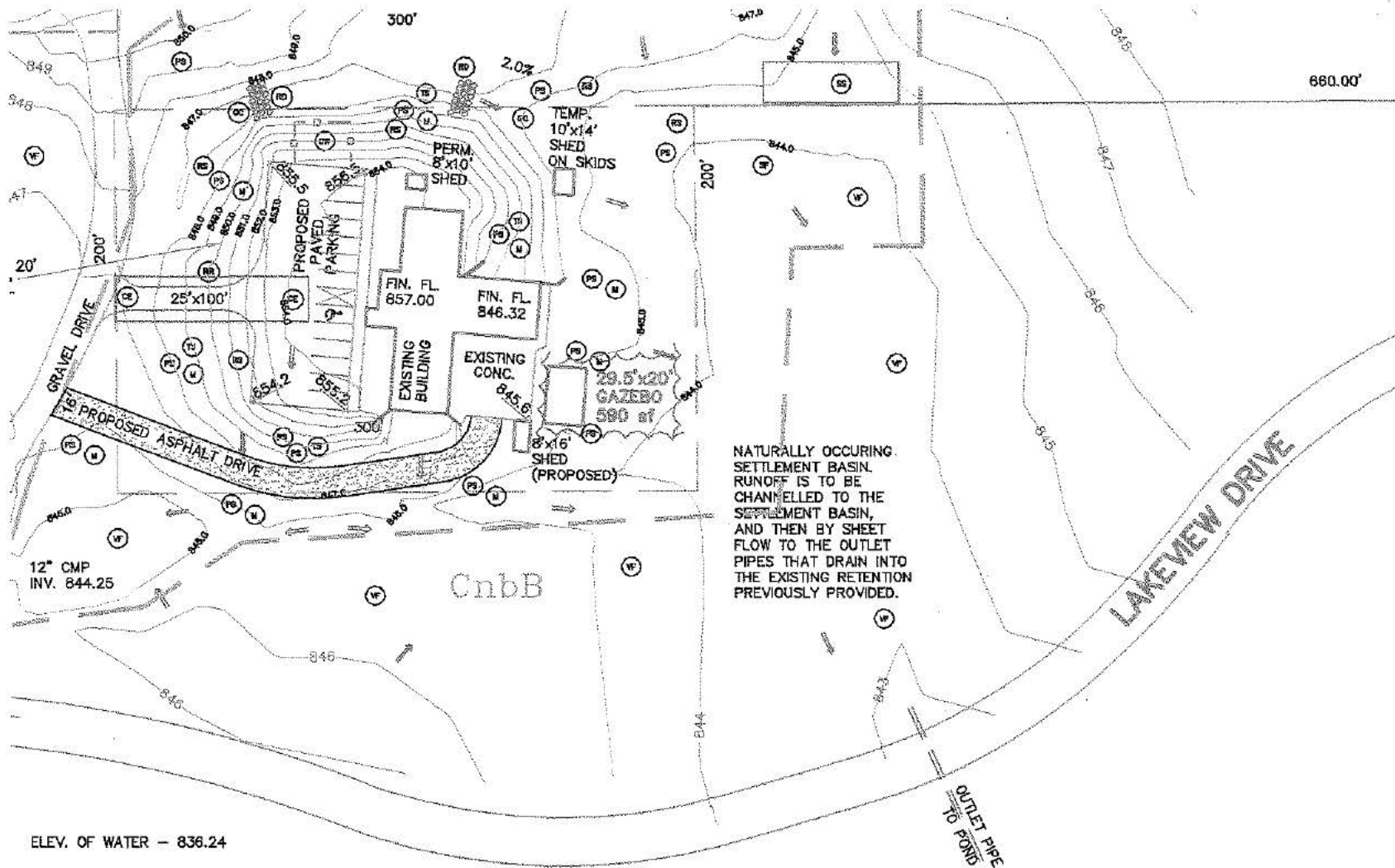
Tina Yoder
Printed Name

County of Residence: Elkhart

My Commission Expires: 10-23-2026

This instrument was prepared by (Bradley S. Cramer), (58640 St. Rd. 15, Goshen, IN), and (574-533-0337).

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 (Bradley S. Cramer).

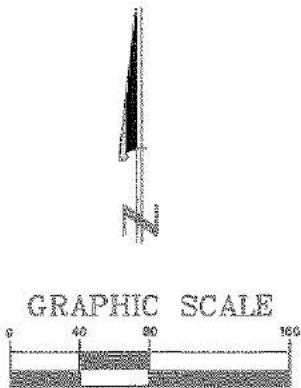


ELEV. OF WATER - 836.24

ADDITIONAL RUNOFF FROM THE GAZEBO

IMPERVIOUS SURFACE BEING ADDED =
 $590 \text{ S.F.} (590 \times 0.95 \times 0.25 = 140 \text{ CF OF NEWLY CREATED RUNOFF})$

$140 \text{ CF} / 278,982 \text{ SF} = 0.00050227 \text{ FT OF ADDITIONAL STORMWATER RUNOFF BEING ADDED INTO THE POND OR } 1/196\text{TH OF AN INCH BEING ADDED INTO THE POND.}$



(IN FEET)
 1 inch = 80 ft.

NATURALLY OCCURRING SETTLEMENT BASIN. RUNOFF IS TO BE CHANNELLED TO THE SETTLEMENT BASIN, AND THEN BY SHEET FLOW TO THE OUTLET PIPES THAT DRAIN INTO THE EXISTING RETENTION PREVIOUSLY PROVIDED.

SWPPP LEGEND

SITE PREPARATION

- ⊞ = CONSTRUCTION ENTRANCE
- ⊞ = TOPSOIL SALVAGE

SURFACE STABILIZATION

- ⊞ = SURFACE ROUGHENING
- ⊞ = TEMPORARY SEEDING
- ⊞ = PERMANENT SEEDING
- ⊞ = MULCHING
- ⊞ = VEGETATIVE FILTER

INLET PROTECTION

- ⊞ = GRAVEL DONUT FILTER

STORMWATER OUTLET PROTECTION

- ⊞ = RIPRAP
- ⊞ = ROCK CHECK DAM

SEDIMENT BARRIERS & FILTERS

- ⊞ = SILT FENCE
- ⊞ = CONCRETE WASHOUT AREA

SITE INFORMATION

- ⊞ = PROPOSED FINISHED SURFACE
- ⊞ = EXISTING SURFACE

RUNOFF CONVEYANCE

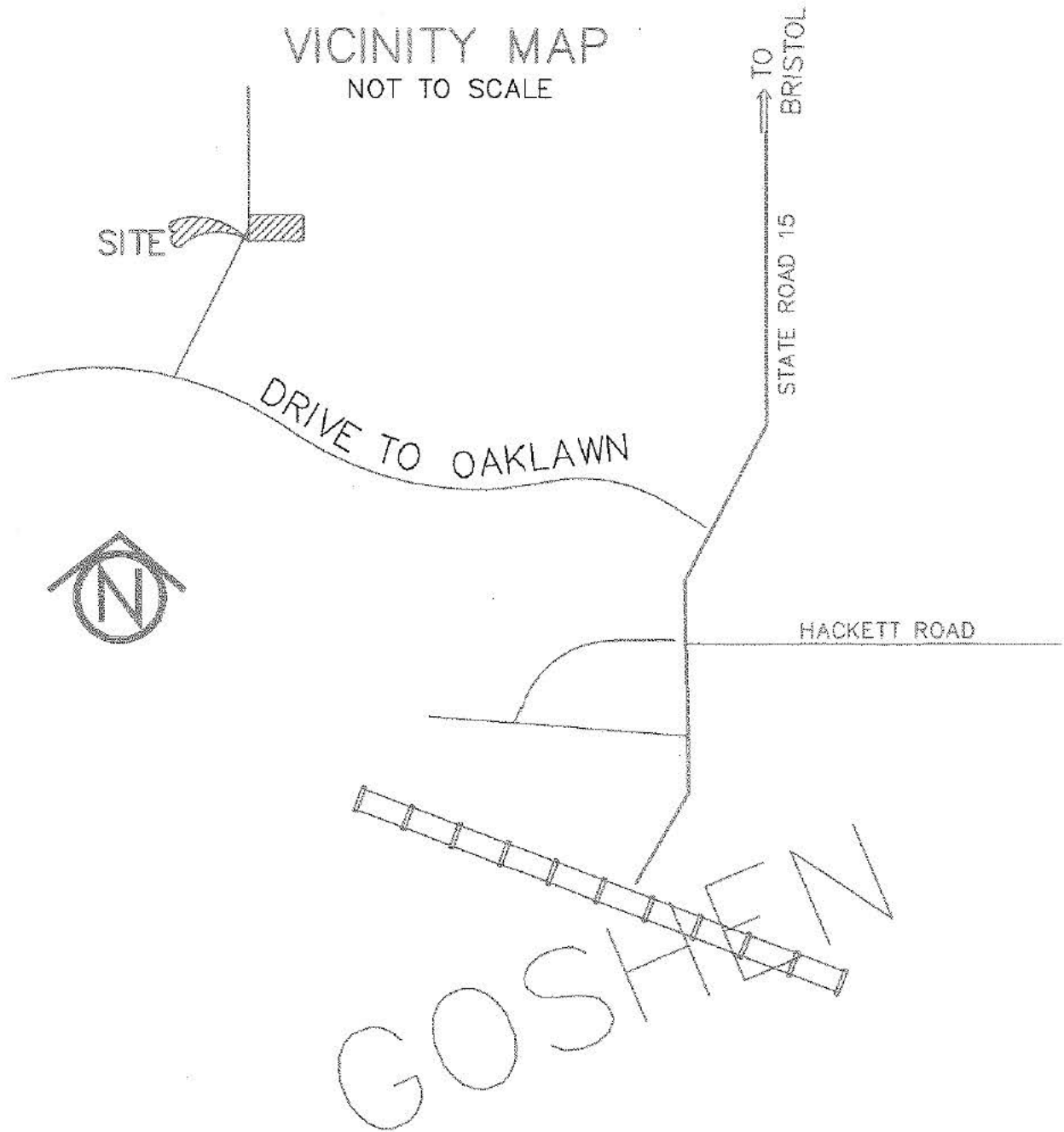
- ⊞ = GRASS-LINED CHANNEL

PORTABLE TOILET LOCATION

(TO BE ADDED BY CONTRACTOR TO ON-SITE PLAN COPY)
 ALL PORTABLE TOILETS ARE TO BE SECURED TO THE GROUND TO PREVENT SPILLAGE & POTENTIAL CONTAMINATION.

VICINITY MAP

NOT TO SCALE





CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 26, 2020

To: Board of Public Works and Safety
From: Carla Newcomer, Paralegal
Subject: Building Commissioner Order for 203 Queen Street

Attached for the Board of Public Works and Safety to consider and hear comment on is an Order of the City of Goshen Building Commissioner for the property located at 230 Queen Street owned by Ron Davidhizer.

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

October 5, 2020

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: Ron Davidhizer
Middlebury Street
Goshen, Indiana 46526

RE: Premises at 203 Queen Street Goshen, Indiana

You are notified as a person holding a substantial property interest in the real estate at 203 Queen Street, Goshen, Indiana, that the building at this location is in violation of the Goshen City Code as set forth in more detail below.

The Goshen Building Department inspected the subject real estate on September 15, 2020. Violations of the Neighborhood Preservation Ordinance (Minimum Housing Ordinance) were cited. The real estate was re-inspected on September 29, 2020 which showed no significant improvement to the real estate.

The real estate is unsafe within the meaning of Indiana Code § 36-7-9-4 in that one or more buildings or structures on the real estate is dangerous to person or property because of a violation of Goshen City Code Title 6, Article 3, Chapter 1 concerning building condition.

The following violations of Section 6, Article 3, Chapter 1 of the Goshen City Code were cited by the Goshen Building Department inspector and have not been satisfactorily repaired or remedied:

1. The ceiling is collapsing in the utility room. The loose plywood in the ceiling needs to be securely attached so that it does not fall. (violation of Section 6.3.1.1 (b)).
2. Electrical box is not wired correctly and needs to be rewired properly (violation of Section 6.3.1.4(g)).
3. The electric was malfunctioning when the basement light was turned on, the electric must be repaired so that it functions as designed and a disconnect must be installed (violation of Section 6.3.1.4(g)).
4. Light fixtures must be securely fastened to the wall. (violation of Section 6.3.1.4(g)).
5. Fill opening in the foundation with mortar to prevent water and animals from entering the basement (violation of Section 6.3.1. (b)).
6. The gas connection has been turned off because the stove was not working properly. The stove and gas connection must be assessed and repaired so that the stove functions safely as designed.

These violations make the premises at 203 Queen Street, Goshen unsafe.

You are ordered to repair or rehabilitate the unsafe building to bring it into compliance with standards for building condition so that the buildings and structures are in compliance with Title 6, Article 3, Chapter 1

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 203 Queen Street, Goshen

Page 2

October 5, 2020

of the Goshen City Code by October 30, 2020. In particular, you are ordered to make the following corrections:

1. Repair electric so that it functions properly
2. Install a disconnect.
3. Secure foundation and fill in the holes with mortar to prevent water and rodent entry.
4. Repair gas connection to the stove to insure safe and proper function of the stove.

In the event that you fail to comply with this Order, the City of Goshen may take action to make the required corrections and will bill you for the costs of such work, including, the actual cost of the work performed and an amount equal to the average processing expense the City will incur in pursuing this matter. Such amounts can become a lien upon the real estate and can ultimately be enforced in the same manner as any other judgment.

You are further notified that a hearing will be held before the Goshen Board of Public Works and Safety on **Monday, October 26, 2020 at 2:00 p.m. (local time)**, or soon thereafter, for the purpose of reviewing the Order of the City of Goshen Building Commissioner. This hearing will be held at the Goshen Police & Court Building in the Court Room/Council Chambers at 111 East Jefferson Street, Goshen, Indiana.

You have the right to appear at this hearing with or without counsel, to present evidence, cross-examine opposing witnesses and present arguments. Should you fail to appear at the time set for the hearing, the hearing will be conducted in your absence. The Goshen Board of Public Works and Safety will have the right to affirm, rescind or modify this Order.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building affected by this Order to another person, you must supply the other person with full information regarding this Order prior to transferring that interest or agreeing to transfer that interest. Within five (5) days after transferring or agreeing to transfer a substantial property interest in the unsafe building, you must also supply Community Development Director Mark Brinson with the full name, address and telephone number of the other person taking a substantial property interest in the unsafe building and/or premises, along with written copies of the agreement to transfer the interest or copies of the document actually transferring the interest. Mr. Brinson's office is located at 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, or you may contact him at (574) 537-3824. Should you fail to comply with these provisions, then you may be liable to the City of Goshen for any damage that the City of Goshen may suffer in the event that judgment is entered against the City by the other person to whom the transfer was made

This Order of the City of Goshen Building Commissioner is issued on October 5, 2020.

City of Goshen Building Department



Mark Brinson
Community Development Director

ORDER OF THE CITY OF GOSHEN BUILDING COMMISSIONER

RE: Premises at 203 Queen Street, Goshen

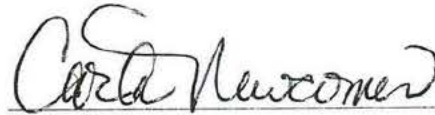
Page 3

October 5, 2020

CERTIFICATE OF SERVICE

The undersigned certifies that the foregoing Order of the City of Goshen Building Commissioner for the premises at 203 Queen Street, Goshen, Indiana, was served by sending a copy by certified mail, return receipt requested and by regular first-class mail to the last known address of the following persons to be notified on October 5, 2020:

To: Ron Davidhizer
203 Middlebury Street
Goshen, IN 46526

A handwritten signature in cursive script that reads "Carla Newcomer". The signature is written in black ink and is positioned above a horizontal line.

Carla Newcomer
Paralegal
City of Goshen Legal Department
204 East Jefferson Street, Suite 2
Goshen, Indiana 46528



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 26, 2020

To: Board of Public Works and Safety
From: Carla Newcomer
Subject: Ladder Testing with Diversified Inspections/Independent Testing Laboratories, Inc.

Attached is an agreement with Diversified Inspections/Independent Testing Laboratories, Inc. to provide the testing of the City Fire Department's aerial devices and ground ladder inspections.

The contract term is for three years for a cost not exceed \$3252.00 per year for a total contract price not to exceed \$9756.00

Suggested Motion:

Move to approve and authorize the Mayor to execute the agreement with Diversified Inspections/Independent Testing Laboratories, Inc.

AGREEMENT

Fire Department's 2020, 2021, and 2022 Ladder Testing

THIS AGREEMENT is entered into on this ____ day of _____, 2020, between Diversified Inspections/Independent Testing Laboratories, Inc., hereinafter referred to as "Contractor", and the City of Goshen by its Board of Public Works and Safety, hereinafter referred to as "City".

WHEREAS, the City's Fire Department is required to have an annual aerial ladder and ground ladder inspection and testing performed.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to perform the City Fire Department's annual aerial and ground ladder testing and to inspect heat sensors on each ground ladder including replacing defective heat sensors as needed.

NOW THEREFORE, in consideration of the terms, conditions and mutual covenants contained in this Agreement, the parties agree as follows:

SCOPE OF SERVICES

Contractor shall provide all labor, equipment, materials, tools, supplies, insurance, supervision, work and all other items necessary to perform and complete in a workmanlike manner the testing of the City Fire Department's aerial devices and ground ladder inspections annually for three years.

Contractor's testing and inspection program shall follow the guidelines as set forth by the current National Fire Protection Association (NFPA) standards: NFPA 1911 for aerial ladder testing and NFPA 1932 for ground ladder testing. This work shall be performed by Contractor's experienced SNT-TC-IA Level II technicians at the City's Fire Department, 209 North 3rd Street, Goshen.

Contractor's aerial ladder inspection shall consist of the visual and operational inspection including:

- timing, load, and drift tests;
- bolt torque and hydraulic oil spectrochemical analysis; and
- water testing on the truck piping that takes water to the boom.
- five (5) year Non-Destructive Testing documentation.

Contractor's ground ladder inspection shall consist:

- visual inspection;
- horizontal bending;
- hardware and roof hook tests; and
- inspect heat sensors and replace defective heat sensors as needed.
- Contractor shall provide the City with an inspection report.

Contractor shall obtain and maintain all required permits, licenses, registrations and approvals, as well as comply with all health, safety and environmental statutes, rules or regulations in the performance of the services for the City.

TERM OF THE AGREEMENT

This Agreement shall become effective on the date of execution and approval by both parties. Contractor acknowledges that time is of the essence and that the timely performance of its services is an important element of this Agreement. Contractor shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

Contractor's services shall begin as soon as practical after receiving a notice to proceed from the City and each annual inspection service shall be completed by December 31, 2020 and by December 31, of 2021 and 2022.

COMPENSATION

The City agrees to compensate Contractor for the equipment inspection and testing work in this agreement in accordance with Contractor's unit prices for the work as shown in the table below for the amount of Two Thousand Seven Hundred Fifty-Two Dollars (\$2,752.00) per year. The City agrees to compensate Contractor for the replacement of heat sensor labels in accordance with the Contractor's quoted price of Two Dollars (\$2.00) each and danger/angle/ electrical placards in accordance with the Contractor's quoted price of Two Dollars and Fifty Cents (\$2.50) each for a total contract price not to exceed Nine Thousand Seven Hundred Fifty-Six Dollars (\$9,756.00).

Diversified Inspections/Independent Testing Laboratories, Inc. Fee Schedule

Equipment Type	Qty.	Per Unit	line Item Total
Aerial ladder/ Plat/ arm Trucks	2	\$775.00 each	\$ 1,550.00
Ground ladders	480 feet	\$2.15 per foot	\$ 1,032.00
Waterway Pressure test	2	\$85.00 each	\$ 170 .00
			\$2,752.00
Flow Meter testing		\$85.0 0 each	
Heat Sensor Labels		\$2.00 per pack	
Danger/Angle/ Electrical Placards		\$2.50 per pack	
Grand Total			\$3,252.00

Payment(s) to Contractor for work rendered under this agreement shall be made by the City upon receipt of a detailed invoice from Contractor for work completed provided satisfactory performance of Contractor has been attained. Contractor is required to have a current W9 Form on file with the City before the City will issue any payment. Payment will be made within forty-five (45) days following City's receipt of the detailed invoice from Contractor. Payment is deemed to be made on the date of mailing the check.

INDEPENDENT CONTRACTOR

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

NON-DISCRIMINATION

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

other matter directly or indirectly related to employment because of the employee's or applicant's race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

INDEMNIFICATION

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

INSURANCE

Prior to commencing work, Contractor shall furnish the City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with the City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability coverage.

Contractor shall at least include the following types of insurance with the following minimum limits of liability:

Workers Compensation & Employer's Liability	Statutory Limits
General Liability	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate
Automobile Liability.....	Combined Bodily Injury and Property Damage \$1,000,000 Each Occurrence and Aggregate

Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a change in the policy that would not meet the minimum limits of liability set forth above.

FORCE MAJEURE

Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

If either party is delayed by force majeure, the party affected shall provide written notification to the other party immediately. The party shall do everything possible to resume performance. The notification shall provide evidence of the force majeure event to the satisfaction of the other party. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

BREACH

It shall be mutually agreed that if Contractor fails to perform the work or comply with the

provisions of this Agreement and Contractor is not able to correct the breach within fifteen (15) calendar days after the City provides written notice to Contractor of such breach, the City may provide or have provided alternative provisions to correct and/or complete the projects. Contractor shall be responsible for any and all costs that are incurred and such costs may be deducted from amounts owed to Contractor expenses to correct the breach or complete the project. If such costs exceed the amounts owed to Contractor, Contractor is liable to reimburse the City for such costs. If Contractor fails to perform the work or comply with the provisions of this Agreement, then Contractor may be considered in default.

Contractor may also be considered in default by the City if any of the following occur:

- (1) There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this Agreement.
- (2) Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- (3) Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the Agreement.
- (4) Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
- (5) A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
- (6) Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the work under the Agreement.
- (7) The Agreement or any right, monies or claims are assigned by Contractor without the consent of the City.

TERMINATION

The parties may terminate this Agreement under any of the following conditions:

- (1) The contract may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all work performed and expenses reasonably incurred prior to notice of termination.
- (2) The City may terminate this contract, in whole or in part, in the event of default by Contractor. In such event, the City may issue a written notice of default and provide a period of time in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar work in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred.
- (3) The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

OWNERSHIP OF DOCUMENTS

The City acknowledges Contractor's documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all monies due to Contractor.

ASSIGNMENT

Neither party shall subcontract or assign any right or interest under the contract, including the right to payment, without having prior written approval from the other. Such approval shall not be

unreasonably withheld. Any attempt by either party to subcontract or assign any portion of the contract shall not be construed to relieve that party from any responsibility to fulfill all contractual obligations.

MODIFICATIONS

It is mutually understood and agreed that no alteration or variation of the terms in this Agreement including the scope of work, completion of work and compensation, and that no alteration or variation of the conditions of this Agreement shall be binding unless specifically agreed to in writing by the parties. Any modification or amendment to the terms and conditions of the Agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the Agreement shall be of no force and effect.

NOTICES

All written notices, properly addressed and sent by U.S. mail or delivered personally to the address provided below shall constitute sufficient notice whenever written notice is required for any purpose in the Agreement. Notice will be considered given three (3) days after the notice is deposited in the U.S. mail or when received at the appropriate address.

Address for notices to the City:

City of Goshen
Attention: Legal Department
204 East Jefferson St.
Goshen, IN 46528

Address for notices to Contractor:

Diversified Inspections/ITL
Attention: Brian Molcany
PO Box 39669
Phoenix, AZ 85069

APPLICABLE LAWS

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

MISCELLANEOUS

- A. Any provision of this Agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the Agreement. In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent requirements shall govern.
- B. This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- C. In the event legal action is brought to enforce or interpret the terms and conditions of this Agreement, the non-prevailing party will pay all costs incurred by the prevailing party including reasonable attorney's fees.

EMPLOYMENT ELIGIBILITY VERIFICATION

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

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

Contractor shall require their subcontractors, who perform work under this contract, to certify to Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

CONTRACTING WITH RELATIVES

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

SEVERABILITY

In the event that any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement.

BINDING EFFECT

All provisions, covenants, terms and conditions of this Agreement bind the parties and their legal heirs, representatives, successors and assigns.

ENTIRE AGREEMENT

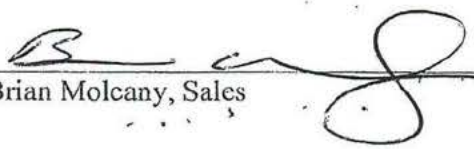
This Agreement constitutes the entire agreement between the parties and supersedes all other agreements or understandings between the City and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

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

**Diversified Inspections/Independent
Testing Laboratories, Inc.**

Jeremy P. Stutsman, Mayor



Brian Molcany, Sales

Michael Landis, Member

Date: 10/14/20

Mary Nichols, Member

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2019

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

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

PRODUCER Associated Benefits and Risk Consulting 6000 Clearwater Drive Minnetonka MN 55343	CONTACT NAME: Kelly Grunerud PHONE (A/C, No, Ext): 952-947-9700 FAX (A/C, No): 952-947-9793 E-MAIL ADDRESS: kelly.grunerud@associatedbrc.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Industrial Inspection & Analysis, Inc. Diversified Inspections/Independent Testing Laboratories, Inc. P.O. Box 39669 Phoenix AZ 85069	INDUS10	INSURER A: Hartford Casualty Insurance Company NAIC # 29424 INSURER B: Crum & Forster Specialty Insurance Company 44520 INSURER C: Hartford Insurance Company of Midwest 37478 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1460228466 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	EPK-129513	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Pollution Liability	\$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y	Y	41 UEN ID1579	12/31/2019	12/31/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EFX-114290	12/31/2019	12/31/2020	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	41 WE AC2UUJ	12/31/2019	12/31/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Professional Liability			EPK-129513	12/31/2019	12/31/2020	Limit Retention	\$1,000,000 \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
\$10M Excess Liability includes \$5M cap over Automobile Liability.
Where required by written contract, the following wording applies: Additional Insured wording applies to General Liability and Auto Liability. Waiver of subrogation applies to General Liability, Auto Liability and Workers Compensation. Primary & Non-Contributory wording included for Additional Insured on the General Liability and Auto Liability. Excess Liability is follow form over underlying.

RE: Insured's location at 5950 Clearwater Drive, Minnetonka, MN 55343

CERTIFICATE HOLDER Evidence of Insurance	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CITY OF GOSHEN LEGAL DEPARTMENT

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

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

October 26, 2020

To: Board of Public Works and Safety

From: Shannon Marks

Subject: Agreement for Stormwater Drainage System Design with Abonmarche Consultants, Inc.

Attached is an agreement with Abonmarche Consultants, Inc. to prepare a comprehensive stormwater drainage system design for the Plymouth Avenue Professional Park area and the two residential development areas located to the south. The compensation is itemized based on lump sum amounts for each task/phase (total lump sum amounts is \$39,800) except the bid documents/bid phase services and construction phase services are based on the standard hourly rates and actual hours worked with not to exceed amounts (total not to exceed is \$6,500). All services, excluding the construction phase services, shall be completed by March 1, 2021.

Suggested Motion:

Move to approve and execute the agreement with Abonmarche Consultants, Inc.

AGREEMENT

Stormwater Drainage System Design

THIS AGREEMENT is entered into on _____, 2020, by and between **Abonmarche Consultants, Inc.** (“Contractor” or “Abonmarche”) whose mailing address is 1009 South 9th Street, Goshen, IN 46526, and **City of Goshen, Indiana**, a municipal corporation and political subdivision of the State of Indiana acting through the Goshen Board of Public Works and Safety (“City”).

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

Section 1. Scope of Services.

Abonmarche shall provide the following services under this agreement which shall include the provision of all labor, supplies, materials, tools, equipment, supervision, insurance and all other items necessary to provide a comprehensive design, including the construction plans and documents that are required to construct a stormwater drainage system for the area generally identified on the Preliminary Drainage Area Exhibit attached as Exhibit A which includes the Plymouth Avenue Professional Park and the two residential development areas south of the Plymouth Avenue Professional Park. As part of the comprehensive design, Abonmarche’s services shall include:

- 1.1 Prepare the documents necessary for a final plat of the Plymouth Avenue Professional Park, and possibly the replat of the Plymouth Avenue Professional Park, First Addition. The final plat shall include the right-of-way extension of the existing Lighthouse Lane roadway to the southern property line of the subdivision upon the parcel identified as A-3 in Exhibit B. The plat shall also incorporate all utility easements for the stormwater drainage system, including a new drainage easement twenty feet (20’) in width extending along the eastern boundary upon the parcels identified as A-2 and A-3 in Exhibit B. If the Plymouth Avenue Professional Park, First Addition is not re-platted, then Abonmarche shall prepare the legal description and easement sketch for the new drainage easement upon the parcel identified as A-2 in Exhibit B.
- 1.2 Prepare the legal description and easement sketch for new drainage easement twenty-five feet (25’) in width extending along the eastern boundary of the parcel identified as B in Exhibit B.
- 1.3 Prepare the legal description and easement sketch for a new retention/detention facility to be located on the northeastern portion of the parcel identified as C in Exhibit B, and as generally depicted on the Preliminary Drainage Area Exhibit attached in Exhibit A. The location and exact dimensions of the easement area are to be determined as part of the design of the stormwater drainage system.
- 1.4 Consult with the owner of the parcel identified as B in Exhibit B (or the owner’s predecessor, Barak Group, LLC) regarding work completed to date by the owner upon parcel B and the prior discussions and approvals that the owner had with the utility company with existing utility easement(s) that extends easterly/westerly upon or parcel B in order to coordinate design of the stormwater drainage system with such prior work, discussions and approvals.
- 1.5 Assist City with utility potholing for the existing fiber optic and gas mains running through east/west transmission easement on the parcel identified as B in Exhibit B. Abonmarche shall

direct the potholing work to be performed by City staff and coordinate any necessary communications with private utilities to facilitate the potholing. Abonmarche shall be on-site to supervise and observe the soil conditions as the potholing occurs to understand the existing soils and determine if there is an opportunity to infiltrate stormwater into the groundwater system.

- 1.6 Prepare final drainage calculations and a drainage report for all property impacted by City's construction of the new stormwater drainage system.
- 1.7 Prepare construction plans and drawings to allow City to bid the construction of the new stormwater drainage system. All plans and drawing shall be reviewed and approved by City prior to bidding.
- 1.8 Prepare, submit and receive approval of a Rule 5 Permit for all areas impacted by the construction of the new stormwater drainage system.
- 1.9 Prepare detailed specifications and assemble bid documents to be incorporated into City's standard bidding format.
- 1.10 Perform additional field survey work on the existing Crossing Subdivision property (parcel B identified in Exhibit B) across Lots 26-29 to locate the constructed landscape mound and ground elevations to help design a new drainage swale and address rear yard drainage. This work shall include surveying the existing retention basin to determine the bottom elevations to aid in the new drainage design and connect these areas to the new stormwater drainage system.
- 1.11 Assist City to excavate test pits throughout the drainage system areas. Abonmarche shall determine locations of test pits and direct the work to be performed by City staff. Abonmarche shall be on-site to supervise and provide a geotechnical letter report of the findings of the soil conditions.

Section 2. Effective Date; Term.

- 2.1 The agreement shall become effective on the day of execution and approval by both parties.
- 2.2 Abonmarche acknowledges that time is of the essence and that the timely performance of its services is an important element of this agreement. Abonmarche shall perform all services as expeditiously as is consistent with professional skill and care in the orderly progress of the services.
- 2.3 Abonmarche shall complete all services, excluding the Construction Phase Services, by March 1, 2021.
- 2.4 Abonmarche shall provide the Construction Phase Services through the end of the construction of the new stormwater drainage system.

Section 3. Compensation.

- 3.1 City agrees to compensate Abonmarche for the services under this agreement as follows:
 - Prepare Final Plat of Plymouth Avenue Professional Park, and Replat of Plymouth Avenue Professional Park, First Addition, if necessary, or Easement Legal/Sketch for Parcel A-2..... Lump Sum of \$7,500
 - Easement Legal/Sketch for Parcel B and Parcel C Lump Sum of \$1,900
 - Utility Potholing Assistance Lump Sum of \$1,900

Final Drainage Report and Construction Plans	Lump Sum of \$23,000
Rule 5 Permit	Lump Sum of \$2,500
Bid Documents/Bid Phase Services	Not-to-Exceed \$5,000
Construction Phase Services	Not-to-Exceed \$1,500
Test Pits/Geotechnical Report Letter	Lump Sum of \$3,000

3.2 City will compensate Abonmarche for the Bid Documents/Bid Phase Services and Construction Phase Services based on the standard hourly rates set forth below and the actual hours worked, but in no event will the total compensation exceed the fees set forth in paragraph 3.1 for the respective services. Abonmarche’s standard hourly rates are as follows:

Principal	\$255.00
Vice President	\$220.00
Architect/Project Manager	\$175.00
Senior Project Engineer	\$165.00
Staff Engineer	\$110.00
Project Architect	\$115.00
Project Surveyor	\$130.00
CADD Technician	\$95.00
Two-Person Survey Crew	\$140.00
One-Person Survey	\$100.00
Administrative Assistant	\$75.00

Section 4. Payment.

4.1 City shall pay Abonmarche for each phase of services satisfactorily completed under this agreement as services progress.

4.2 Payment for services rendered shall be upon City’s receipt of a detailed invoice from Abonmarche. The invoice shall be sent to the following address, or at such other address as City may designate in writing.

City of Goshen
c/o Goshen Engineering Department
204 E. Jefferson Street
Goshen, IN 46528

4.3 Payment will be made within forty-five (45) days following City’s receipt of the invoice. If any dispute arises, the undisputed amount will be paid. Payment is deemed to be made on the date of mailing the check.

4.4 Abonmarche is required to have a current W9 form on file with the Goshen Clerk-Treasurer’s Office before City will issue payment.

Section 5. Ownership of Documents.

City acknowledges Consultant’s documents, plans, drawings, specifications, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this agreement shall become the property of City upon completion of the services and payment in full of all monies due to Consultant.

Section 6. Independent Contractor Status.

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

Section 7. Non-Discrimination.

Contractor agrees to comply with all federal and Indiana civil rights laws, including, but not limited to Indiana Code 22-9-1-10. Contractor or any subcontractors, or any other person acting on behalf of Contractor or a subcontractor, shall not discriminate against any employee or applicant for employment to be employed in the performance of this agreement, with respect to the employee’s hire, tenure, terms, conditions, or privileges of employment or any other matter directly or indirectly related to employment, because of the employee’s or applicant’s race, religion, color, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of contract.

Section 8. Employment Eligibility Verification.

- 8.1 Contractor shall enroll in and verify the work eligibility status of all Contractor’s newly hired employees through the E-Verify program as defined in Indiana Code 22-5-1.7-3.
- 8.2 Contractor shall not knowingly employ or contract with an unauthorized alien, and contractor shall not retain an employee or continue to contract with a person that the Contractor subsequently learns is an unauthorized alien.
- 8.3 Contractor shall require their subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- 8.4 City may terminate the contract if Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by City of a breach.

Section 9. Contracting with Relatives.

Pursuant to Indiana Code § 36-1-21, if the Contractor is wholly or partially owned by a relative of a City of Goshen elected official, the Contractor certifies that the Contractor has notified both the elected official and the City’s Legal Department prior to entering into this agreement that an elected official of the City of Goshen is a relative of an owner of the Contractor.

Section 10. Indemnification.

Contractor shall indemnify, defend, and hold harmless the City of Goshen and City's agents, officers and employees from any and all liability, obligations, claims, and suits, including court costs, attorneys' fees, and other expenses, caused by an act or omission of the Contractor and Contractor's agents, officers, and employees or resulting from or related to the Contractor's performance or failure to perform as specified in this contract.

Section 11. Insurance.

11.1 Prior to commencing work, the Contractor shall furnish City a certificate of insurance in accordance with the following minimum requirements, shall maintain the insurance in full force and effect, and shall keep on deposit at all times during the term of the contract with City the certificates of proof issued by the insurance carrier that such insurance is in full force and effect. Contractor shall specifically include coverage for the City of Goshen as an additional insured for Employer's Liability, General Liability and Automobile Liability.

11.2 Each certificate shall require that written notice be given to the City at least thirty (30) days prior to the cancellation or a material change in the policy.

11.3 Contractor shall at least include the following types of insurance with the following minimum limits of liability:

11.3.1 Workers Compensation and Employer's Liability - Statutory Limits

11.3.2 General Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and \$2,000,000 aggregate

11.3.3 Automobile Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

11.3.4 Professional Liability - Combined Bodily Injury and Property Damage, \$1,000,000 each occurrence and aggregate

Section 12. Force Majeure.

12.1 Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance under this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party and could not have been avoided by exercising reasonable diligence. Examples of force majeure are natural disasters or decrees of governmental bodies not the fault of the affected party.

12.2 If either party is delayed by force majeure, the party affected shall provide written notice to the other party immediately. The notice shall provide evidence of the force majeure event to the satisfaction of the other party. The party shall do everything possible to resume performance. If the period of non-performance exceeds thirty (30) calendar days, the party whose ability to perform has not been affected may, by giving written notice, terminate the contract and the other party shall have no recourse.

Section 13. Default.

- 13.1 If Contractor fails to perform the services or comply with the provisions of this agreement, then Contractor may be considered in default.
- 13.2 It shall be mutually agreed that if Contractor fails to perform the services or comply with the provisions of this contract, City may issue a written notice of default and provide a period of time that shall not be less than fifteen (15) days in which Contractor shall have the opportunity to cure. If the default is not cured within the time period allowed, the contract may be terminated by the City. In the event of default and failure to satisfactorily remedy the default after receipt of written notice, the City may otherwise secure similar services in any manner deemed proper by the City, and Contractor shall be liable to the City for any excess costs incurred
- 13.3 Contractor may also be considered in default by the City if any of the following occur:
 - 13.3.1 There is a substantive breach by Contractor of any obligation or duty owed under the provisions of this contract.
 - 13.3.2 Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
 - 13.3.3 Contractor becomes insolvent or in an unsound financial condition so as to endanger performance under the contract.
 - 13.3.4 Contractor becomes the subject of any proceeding under law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors.
 - 13.3.5 A receiver, trustee, or similar official is appointed for Contractor or any of Contractor's property.
 - 13.3.6 Contractor is determined to be in violation of federal, state, or local laws or regulations and that such determination renders Contractor unable to perform the services described under these Specification Documents.
 - 13.3.7 The contract or any right, monies or claims are assigned by Contractor without the consent of the City.

Section 14. Termination.

- 14.1 The agreement may be terminated in whole or in part, at any time, by mutual written consent of both parties. Contractor shall be paid for all services performed and expenses reasonably incurred prior to notice of termination.
- 14.2 City may terminate this agreement, in whole or in part, in the event of default by Contractor.
- 14.3 The rights and remedies of the parties under this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

Section 15. Notice.

Any notice required or desired to be given under this agreement shall be deemed sufficient if it is made in writing and delivered personally or sent by regular first-class mail to the parties at the following addresses, or at such other place as either party may designate in writing from time to time. Notice will be considered given three (3) days after the notice is deposited in the US mail or when received at the appropriate address.

City: City of Goshen, Indiana
Attention: Goshen Legal Department
204 East Jefferson St., Suite 2
Goshen, IN 46528

Consultant: Abonmarche Consultants, Inc.
1009 South 9th Street
Goshen, IN 46526

and

Abonmarche Consultants, Inc.
Attention: John Linn, Registered Agent
750 Lincolnway East
South Bend, IN 46601

Section 16. Subcontracting or Assignment.

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

Section 17. Amendments.

Any modification or amendment to the terms and conditions of the agreement shall not be binding unless made in writing and signed by both parties. Any verbal representations or modifications concerning the agreement shall be of no force and effect.

Section 18. Waiver of Rights.

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

Section 19. Applicable Laws.

- 19.1 Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances. All contractual provisions legally required to be included are incorporated by reference.
- 19.2 Contractor agrees to obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental rules or regulations in the performance of the services. Failure to do so may be deemed a material breach of agreement.

Section 20. Miscellaneous.

- 20.1 Any provision of this agreement or incorporated documents shall be interpreted in such a way that they are consistent with all provisions required by law to be inserted into the agreement.

- 20.2 In the event of a conflict between these documents and applicable laws, rules, regulations or ordinances, the most stringent or legally binding requirement shall govern.
- 20.3 These documents shall be construed in accordance with and governed by the laws of the State of Indiana and any suit must be brought in a court of competent jurisdiction in Elkhart County, Indiana.
- 20.4 In the event legal action is brought to enforce or interpret the terms and conditions of these documents, the prevailing party of such action shall be entitled to recover all costs of that action, including reasonable attorneys' fees.

Section 21. Severability.

In the event that any provision of the agreement is found to be invalid or unenforceable, then such provision shall be reformed in accordance with applicable law. The invalidity or unenforceability of any provision of the agreement shall not affect the validity or enforceability of any other provision of the agreement.

Section 22. Binding Effect.

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

Section 23. Entire Agreement.

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

Section 24. Authority to Execute.

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

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

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

Abonmarche Consultants, Inc.

Jeremy P. Stutsman, Mayor

Printed: _____

Michael A. Landis, Member

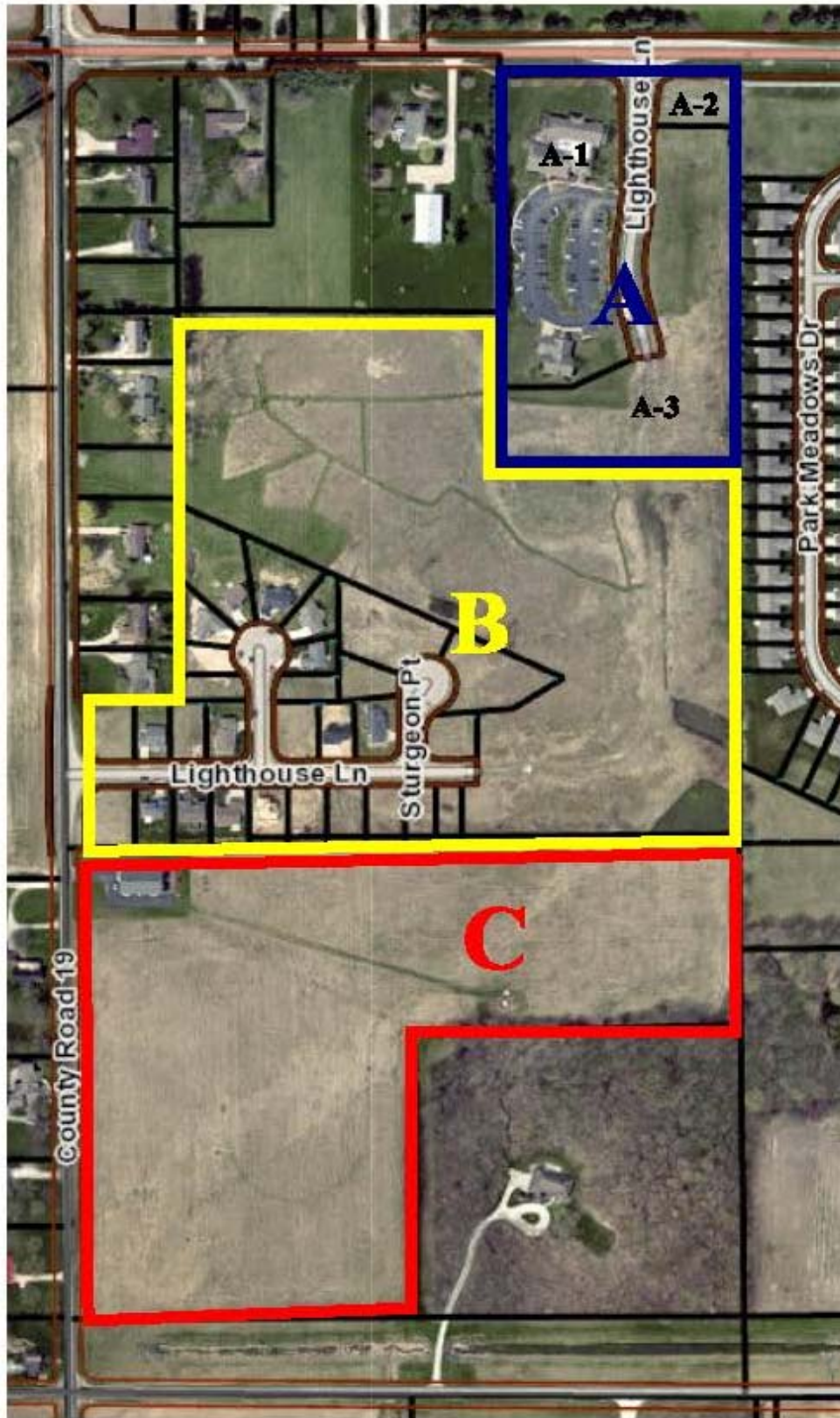
Title: _____

Mary Nichols, Member

Date: _____

Date: _____

EXHIBIT B





**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: **EXTENSION OF STEURY AVENUE SOUTHBOUND LANE CLOSURE
EAST GOSHEN WATER MAIN REPLACEMENT PROJECT (JN: 2019-0037)**

DATE: October 26, 2020

Due to additional delays with gas main relocation and gas service re-connection, Selge Construction is now planning to install water main on Steury Avenue starting October 30, 2020. It is requested the Board of Works allow for an extension of the southbound lane closure of Steury Avenue from 305 Steury Avenue to East Lincoln Avenue until November 6, 2020. Two-way traffic will be maintained on Steury Avenue with flaggers. The lane closure will be removed over the weekend.

Requested motion: Move to approve an additional time extension for the closure of the southbound lane of Steury Avenue until November 6, 2020.

ACCEPTED:

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

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: Goshen Board of Public Works & Safety

FROM: Goshen Engineering

RE: **NIPSCO ELECTRIC LANE RESTRICTIONS ON COLLEGE AVENUE AND
DIERDORFF ROAD**

DATE: October 26, 2020

NIPSCO Electric will be continuing to install new power poles for the College Avenue and US 33 intersection project. The east bound lane on College Avenue between Keystone Drive and US 33 will be closed to traffic, Section 6 on attached map. Traffic control signs and flaggers will be used to direct traffic. A second area between Oak Land and Commercial Drive will close the east bound lane on College Avenue, Section 6 on attached map. Traffic control signs and flaggers will also be used at this location. The north bound lane on Dierdorff Road between Greencroft Drive and Eisenhower Drive will be closed, the south bound lane will remain open, Sections 3 & 4 on attached map. See attached traffic control plans for each section. The lane restrictions are scheduled to beginning October 27, 2020 through October 30, 2020.

Requested Motion: Approve lane restrictions on College Avenue, Section 6 and Dierdorff Road, Section 3 as shown on attached map and traffic control plan beginning October 27, 2020 through October 30, 2020.

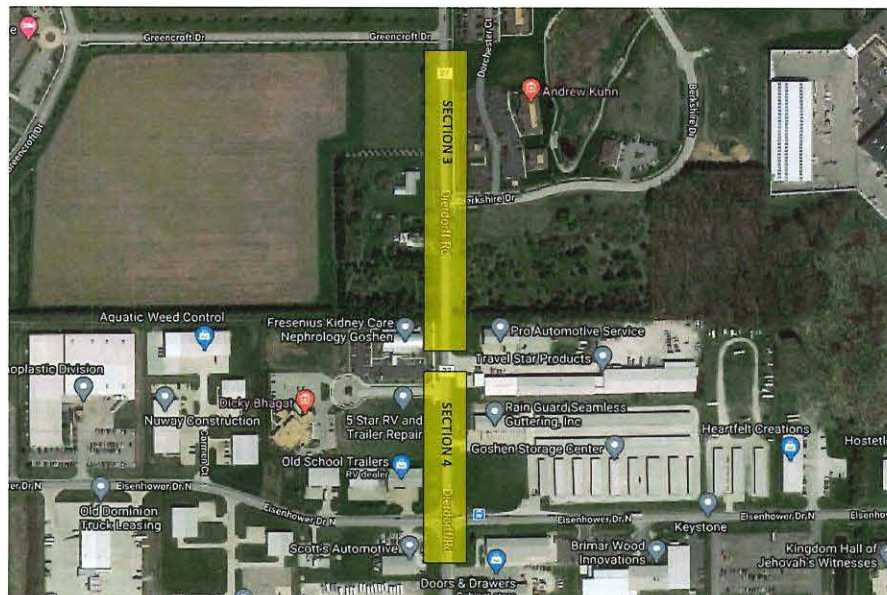
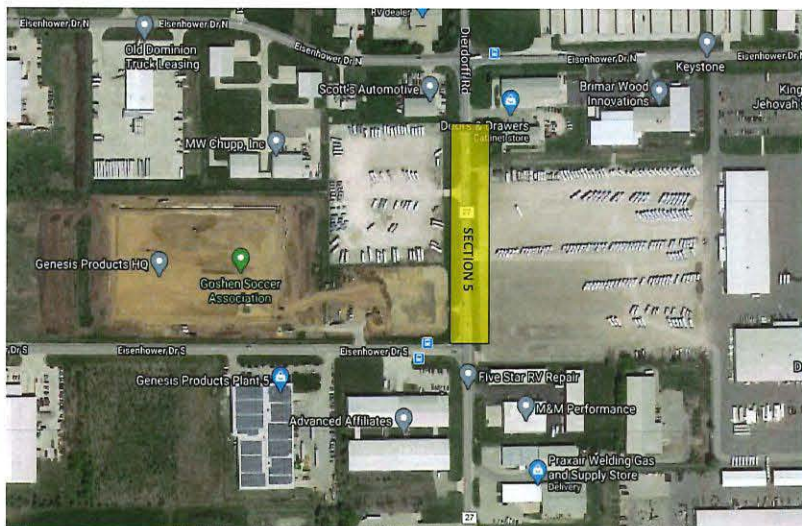
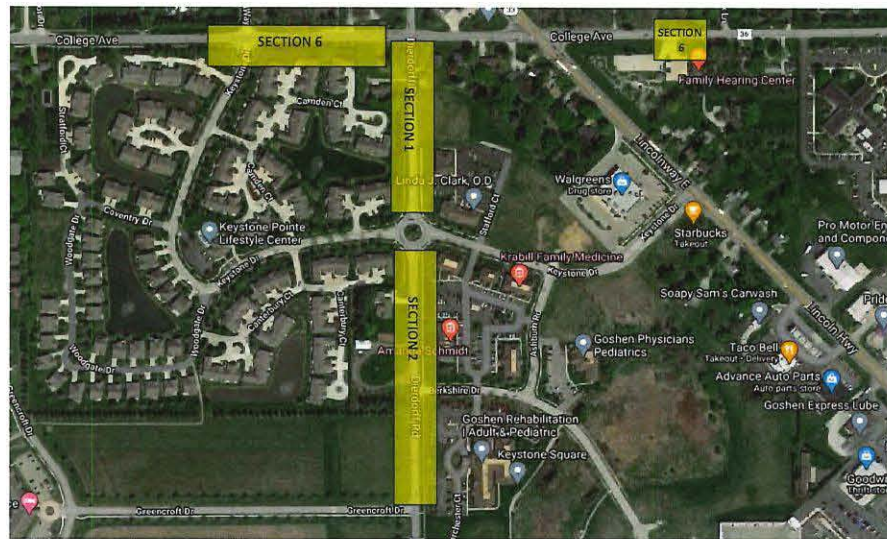
**APPROVED:
BOARD OF PUBLIC WORKS & SAFETY
CITY OF GOSHEN, INDIANA**

Jeremy Stutsman, Mayor

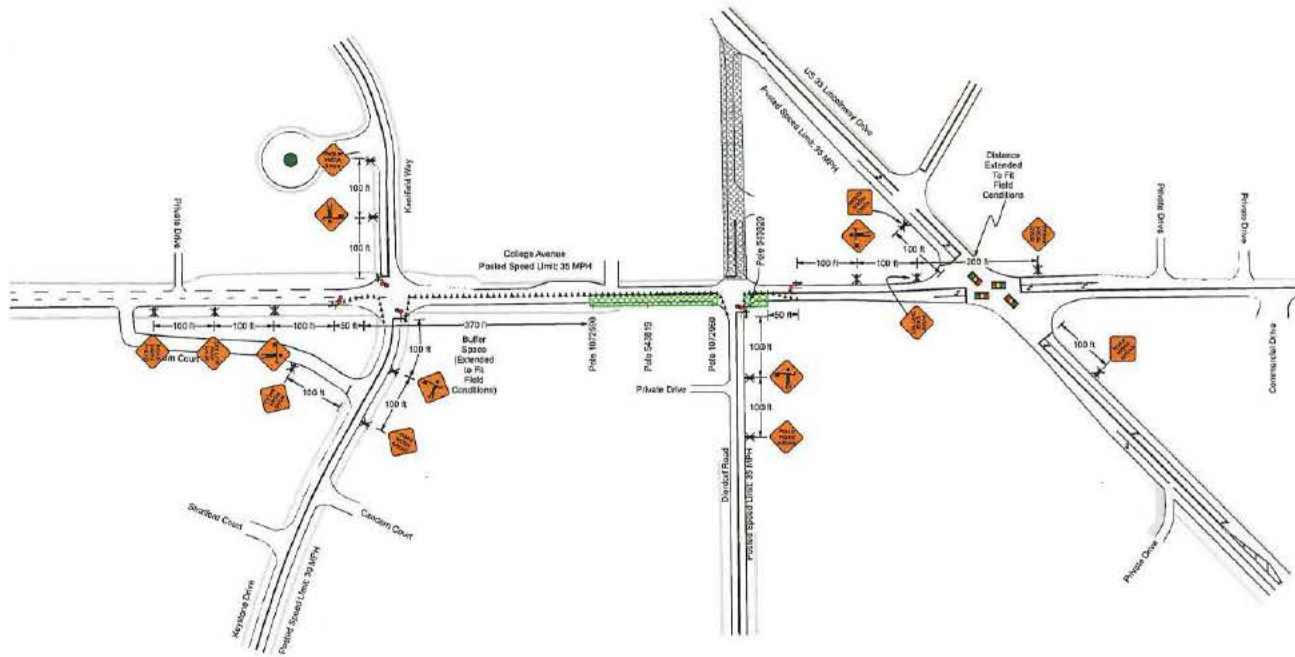
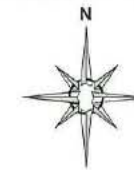
Mary Nichols, Member

Michael Landis, Member

Section 1	Task	Traffic Start	Traffic End
	Install poles/transfer distribution conductor	10/12/2020	10/16/2020
	Pull in new conductor, reduced traffic area to corner of College and Dierdorff	11/19/2020	12/3/2020
Section 2	Task	Traffic Start	Traffic End
	Install poles/pulling blocks/rope	10/19/2020	10/26/2020
Section 3	Task	Traffic Start	Traffic End
	Install poles/pulling blocks/rope	10/27/2020	11/3/2020
Section 4	Task	Traffic Start	Traffic End
	Install poles/pulling blocks/rope	11/4/2020	11/10/2020
Section 5	Task	Traffic Start	Traffic End
	Install poles/pulling blocks/rope	11/11/2020	11/18/2020
	Pull in new conductor, reduced traffic area to corner of S Eisenhower and Dierdorff	11/19/2020	12/3/2020
Section 6	Task	Traffic Start	Traffic End
	Install poles/transfer distribution and transmission conductor	10/19/2020	10/26/2020



Flagging Operations for Transmission Pole Placement



Note:
Coordinate access to private and commercial drives with the occupants of the property.
Additional flaggers may be needed to control entry/exit from private drives.

Legend			
	Cone		
	Flagger		
	Pole		
	Portable Sign Stand		
	Road Closed By Others		
	Work Area		



John P. McCarty
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2642 N 700 W
GREENFIELD, IN 46140
317-758-7567

PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
Flagging Operations for Transmission Pole Placement Eastbound Lanes

PROJECT ADDRESS:
**College Avenue
Keystone Drive to Spring Brooke Drive
Goshen, Indiana**

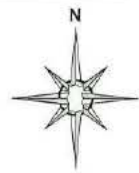
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Des. by: JPM
Drawn by: JPM

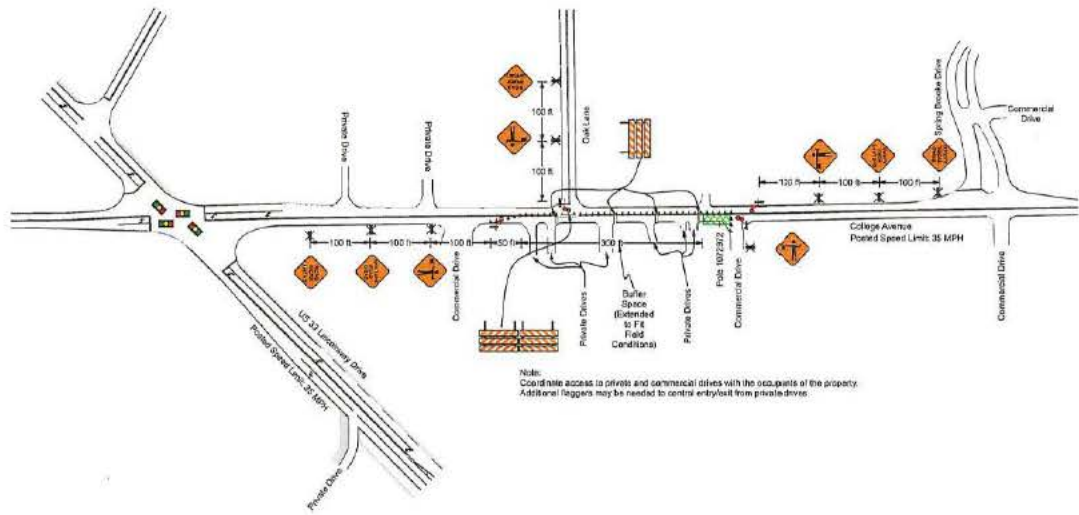
REVISION			
NO	DESCRIPTION	BY	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
1 OF 2



Flagging Operations for Transmission Pole Placement



Note:
Coordinate access to private and commercial drives with the occupants of the property.
Additional flaggers may be needed to control entry/exit from private drive.

Legend	
	Cone
	Flagger
	Pole
	Portable Sign Stand
	Road Closed By Others
	Work Area



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John P. McCarty
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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**Flagging Operations for
Transmission Pole Placement
Eastbound Lanes**

PROJECT ADDRESS:
**College Avenue
Keystone Drive to Spring Brooke Drive
Goshen, Indiana**

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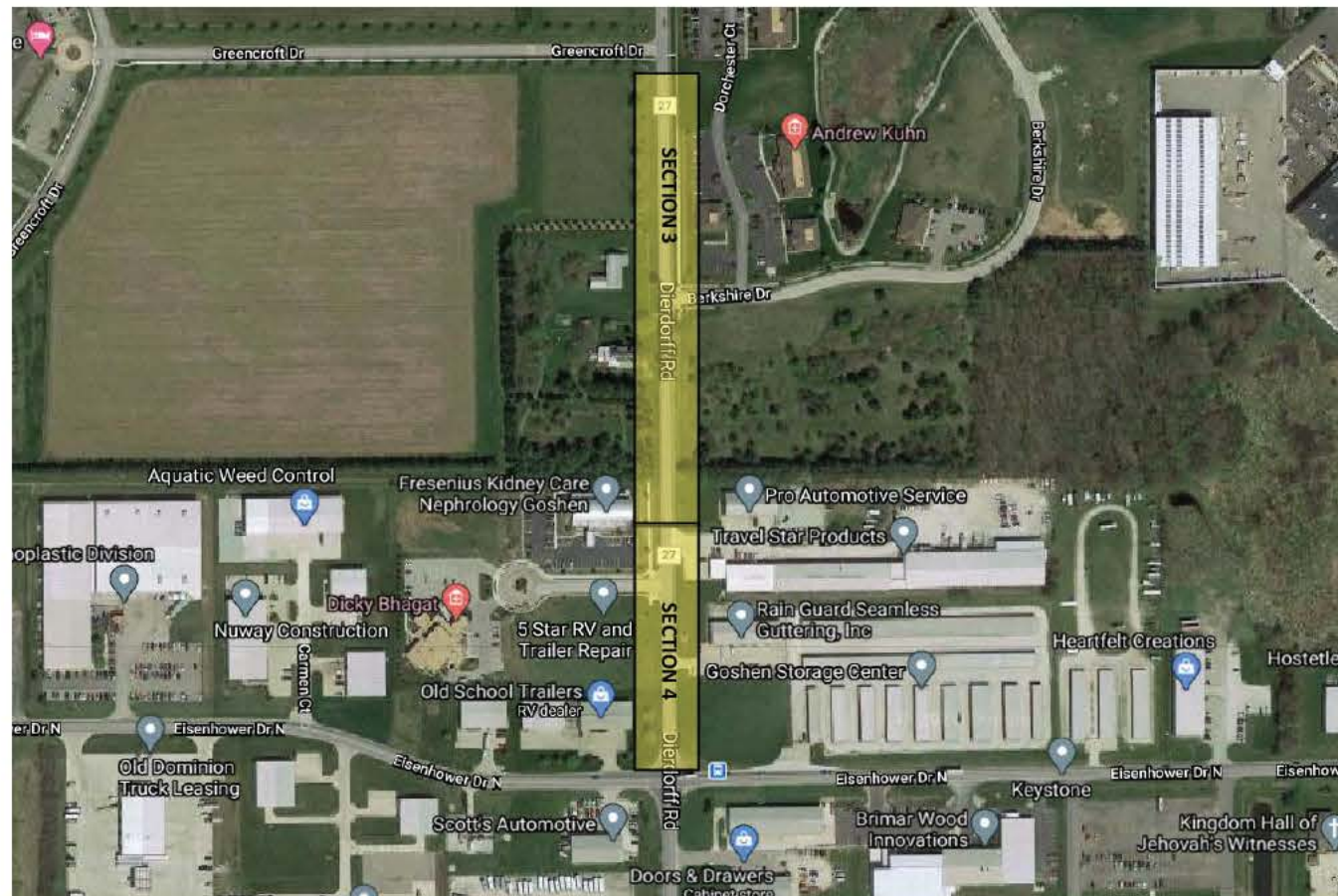
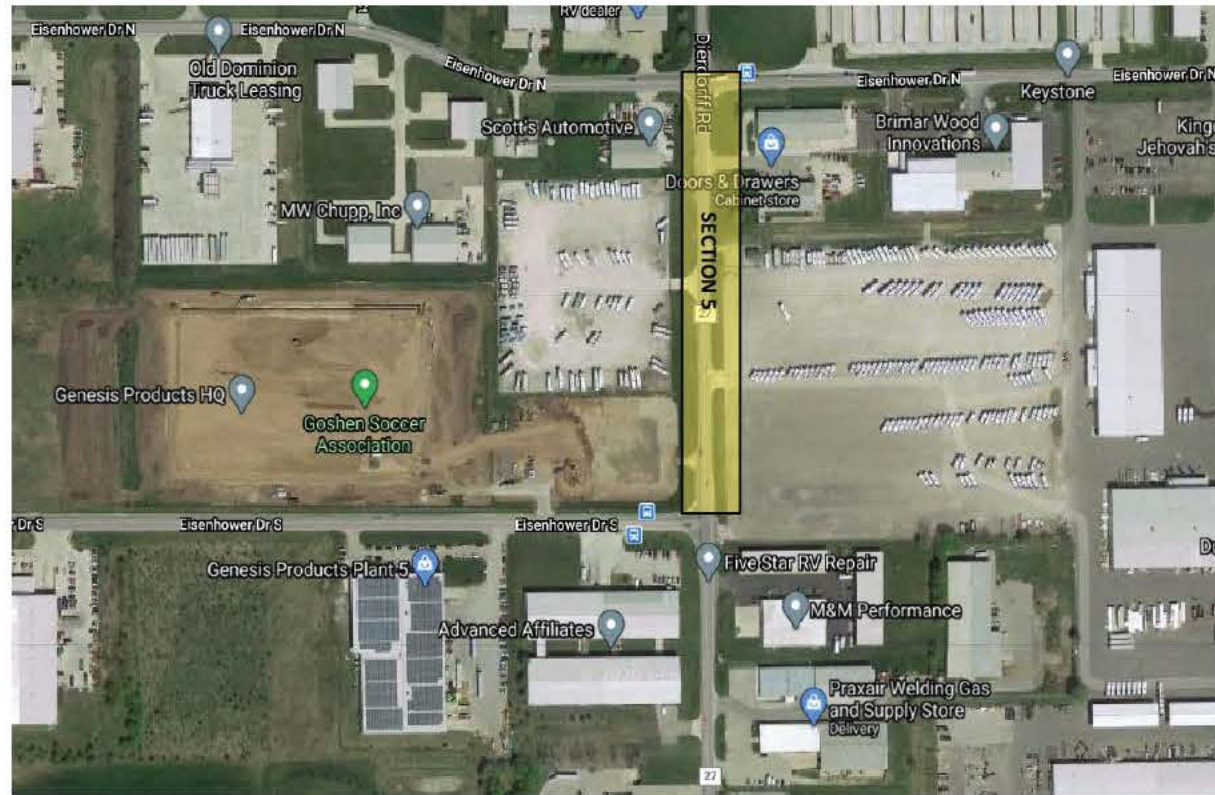
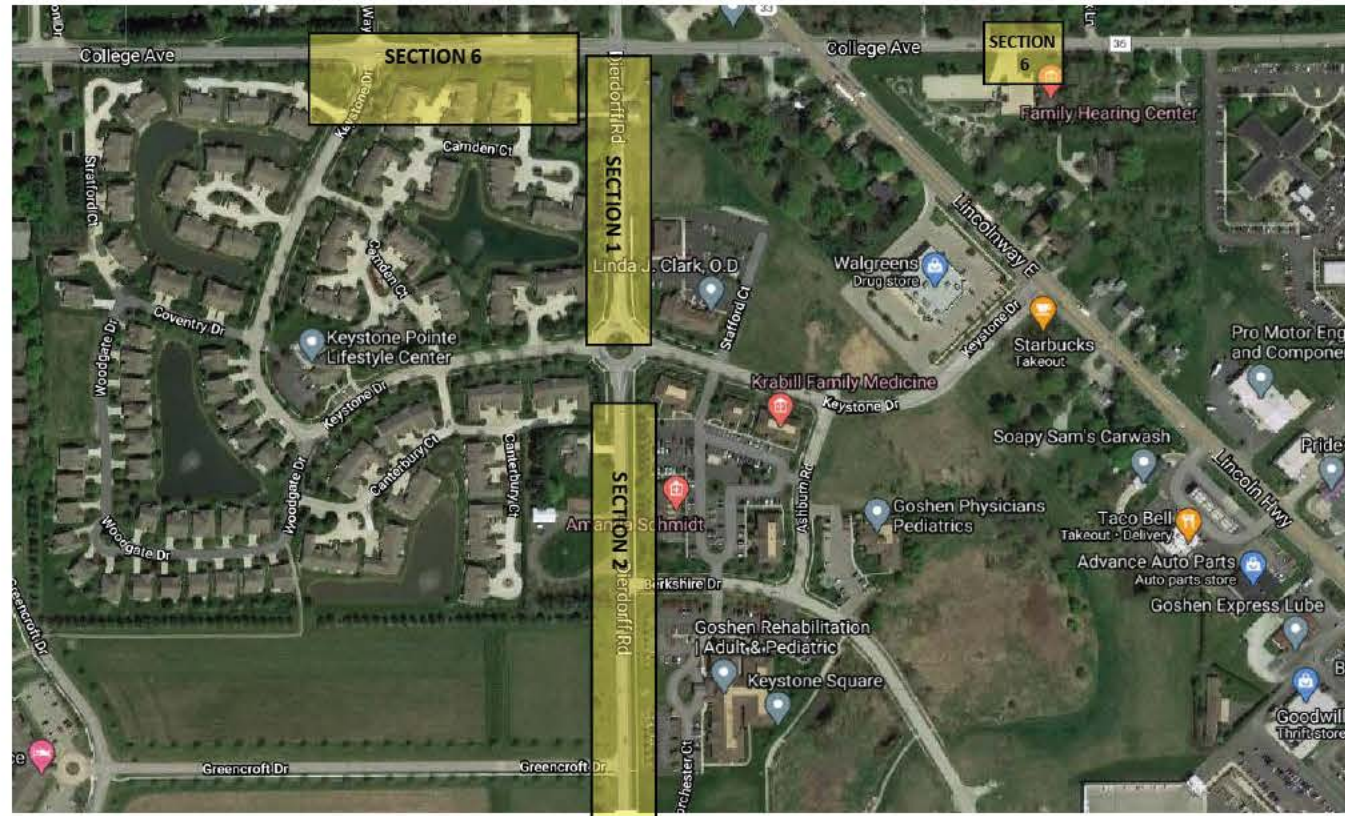
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NO	DESCRIPTION	BY DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
2 OF 2

Section	Task	Traffic Start	Traffic End
Section 1	Install poles/transfer distribution conductor	10/12/2020	10/16/2020
	Pull in new conductor, reduced traffic area to corner of College and Dierdorff	11/10/2020	11/12/2020
	Transfer facilities to new conductor	11/16/2020	11/16/2020
Section 2	Install poles/pulling blocks/rope	10/19/2020	10/26/2020
	Transfer facilities to new conductor	11/17/2020	11/18/2020
Section 3	Install poles/pulling blocks/rope	10/26/2020	10/28/2020
	Transfer facilities to new conductor	11/18/2020	11/20/2020
Section 4	Install poles/pulling blocks/rope	10/28/2020	11/2/2020
	Transfer facilities to new conductor	11/23/2020	11/25/2020
Section 5	Install poles/pulling blocks/rope	11/3/2020	11/9/2020
	Pull in new conductor, reduced traffic area to corner of S Eisenhower and Dierdorff	11/10/2020	11/12/2020
	Transfer facilities to new conductor	11/30/2020	12/2/2020
Section 6	Install poles/transfer distribution and transmission conductor	10/26/2020	10/30/2020





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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**One-Way Road Closure and Detour
 Transmission Pole Placement**

**Section 3 & 4 - Dierdorf Rd
 Northbound Lane**

PROJECT ADDRESS:
**Dierdorf Road
 Greencroft Dr to Karisa Dr
 Goshen, Indiana**

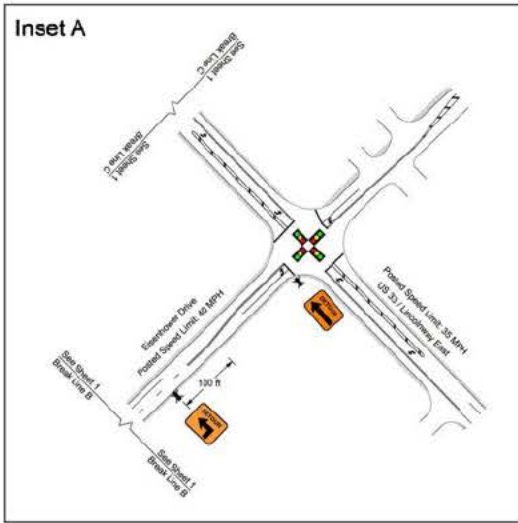
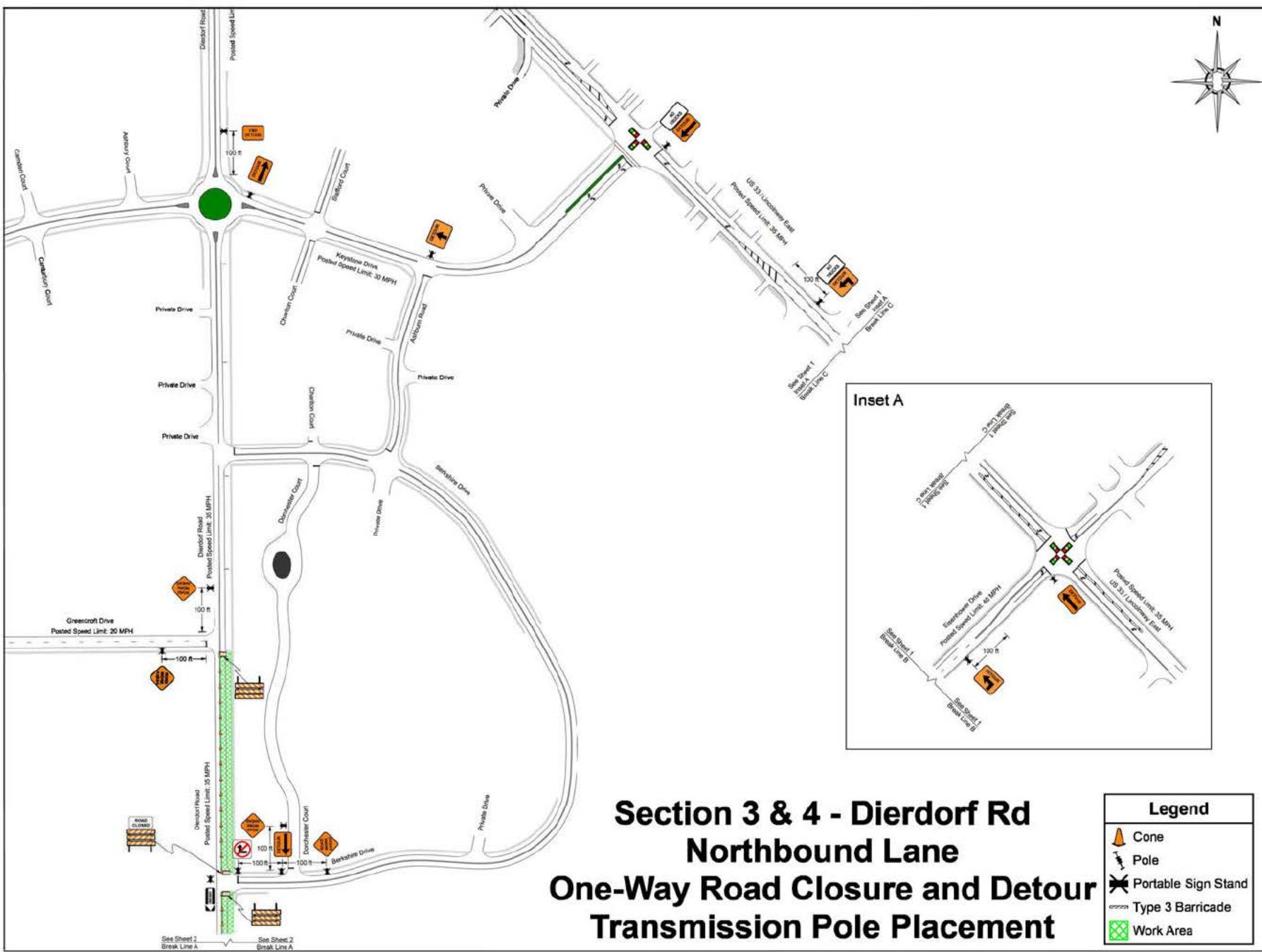
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SHEET TITLE:
Temporary Traffic Control

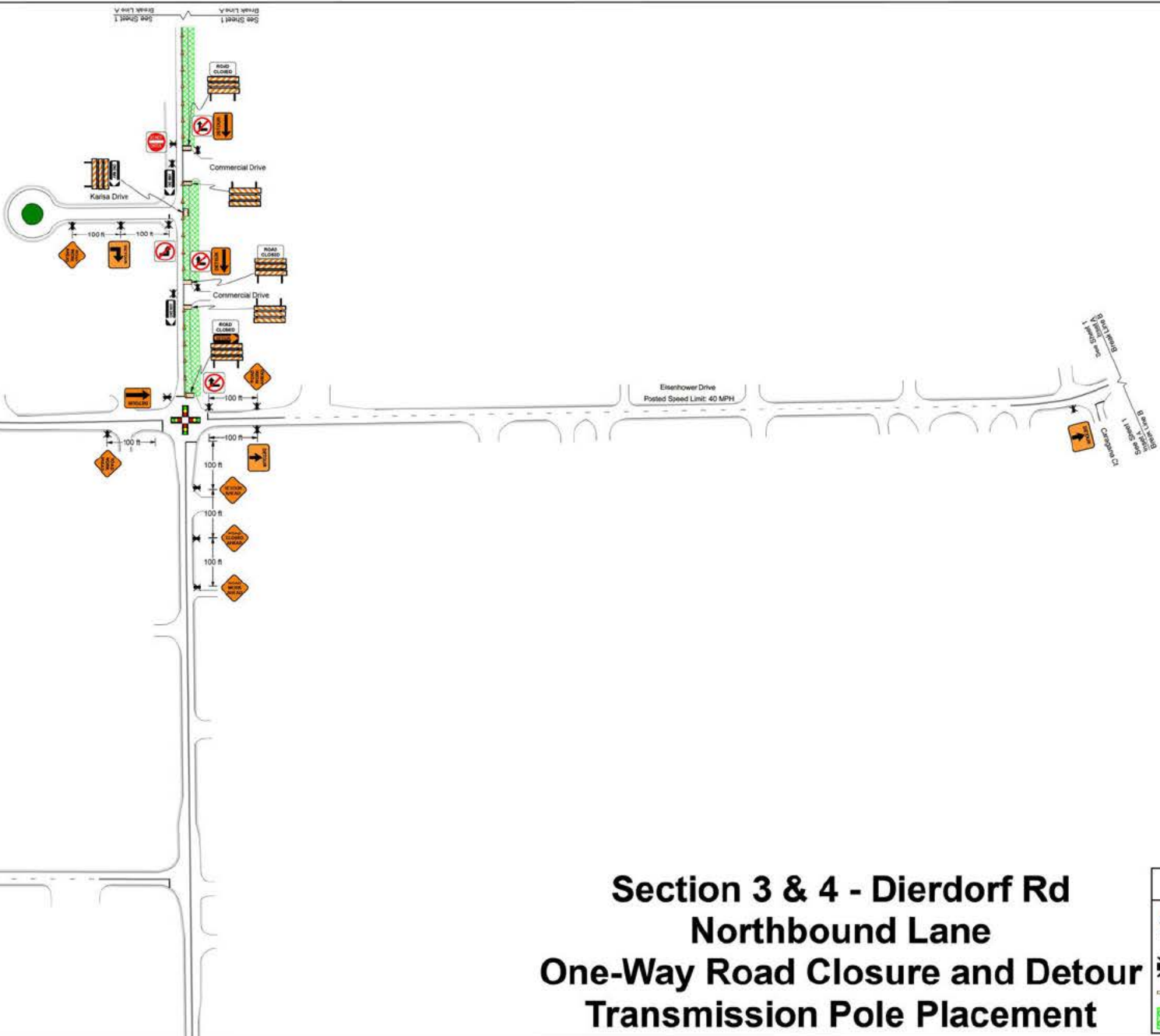
SHEET NUMBER:
1 OF 2



Section 3 & 4 - Dierdorf Rd Northbound Lane One-Way Road Closure and Detour Transmission Pole Placement

Legend

- Cone
- Pole
- Portable Sign Stand
- Type 3 Barricade
- Work Area



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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**One-Way Road Closure and Detour
 Transmission Pole Placement**

Section 3 & 4 - Dierdorf Rd
 Northbound Lane

PROJECT ADDRESS:
 Dierdorf Road
 Greencroft Dr to Karisa Dr
 Goshen, Indiana

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SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
2 OF 2

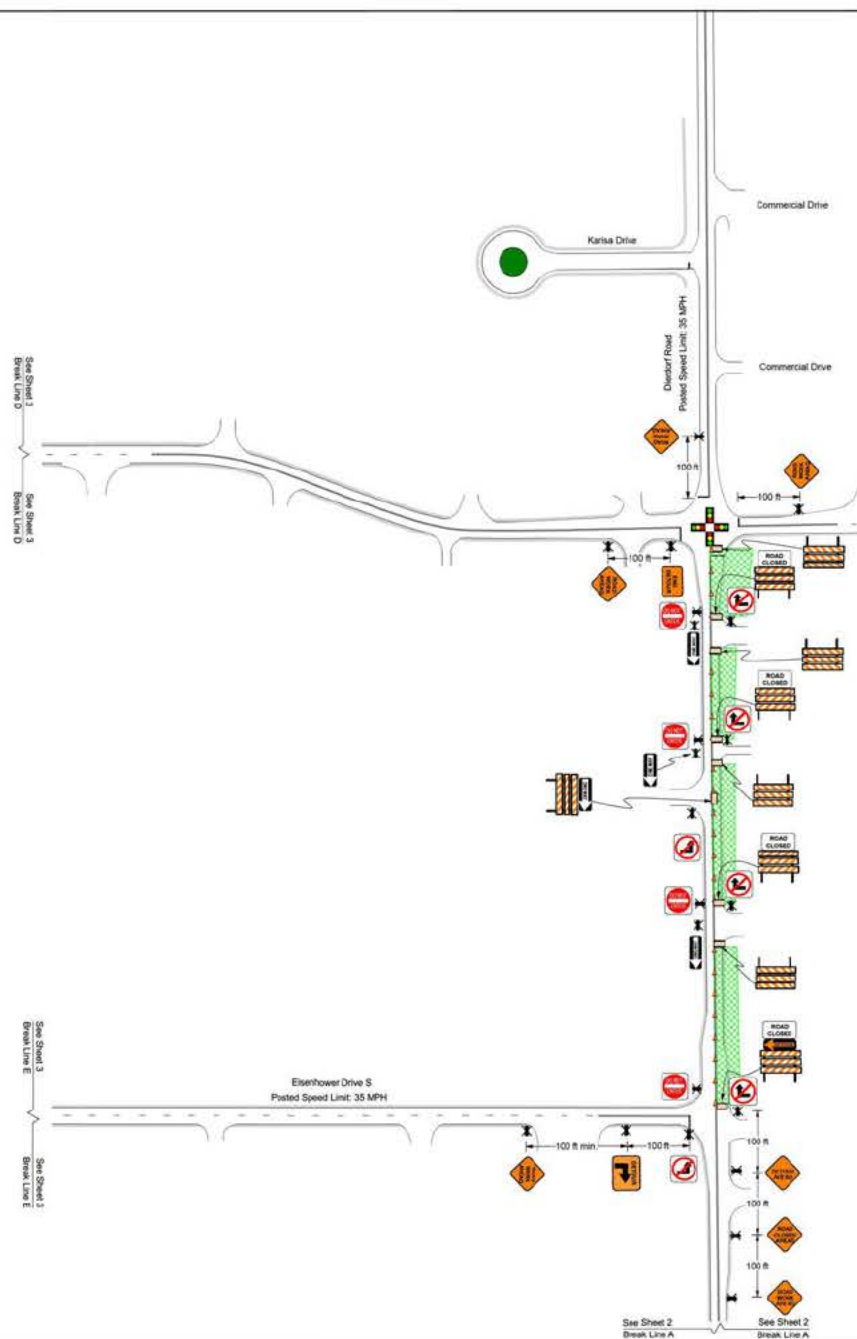
Section 3 & 4 - Dierdorf Rd Northbound Lane One-Way Road Closure and Detour Transmission Pole Placement

Legend

- Cone
- Pole
- Portable Sign Stand
- Type 3 Barricade
- Work Area



Section 5 & 6 - Dierdorf Rd Northbound Lane One-Way Road Closure and Detour Transmission Pole Placement



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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**One-Way Road Closure and Detour
Transmission Pole Placement**

Section 5 & 6 - Dierdorf Rd
Northbound Lane

PROJECT ADDRESS:
**Dierdorf Road
Greencroft Dr to Karlsa Dr
Goshen, Indiana**

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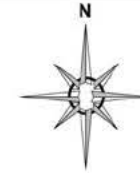
SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
1 OF 3

Legend

- Cone
- Pole
- Portable Sign Stand
- Type 3 Barricade
- Work Area

Section 5 & 6 - Dierdorf Rd Northbound Lane One-Way Road Closure and Detour Transmission Pole Placement



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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**One-Way Road Closure and Detour
Transmission Pole Placement**

PROJECT ADDRESS:
**Section 5 & 6 - Dierdorf Rd
Northbound Lane
Dierdorf Road
Greencroft Dr to Karlsa Dr
Goshen, Indiana**

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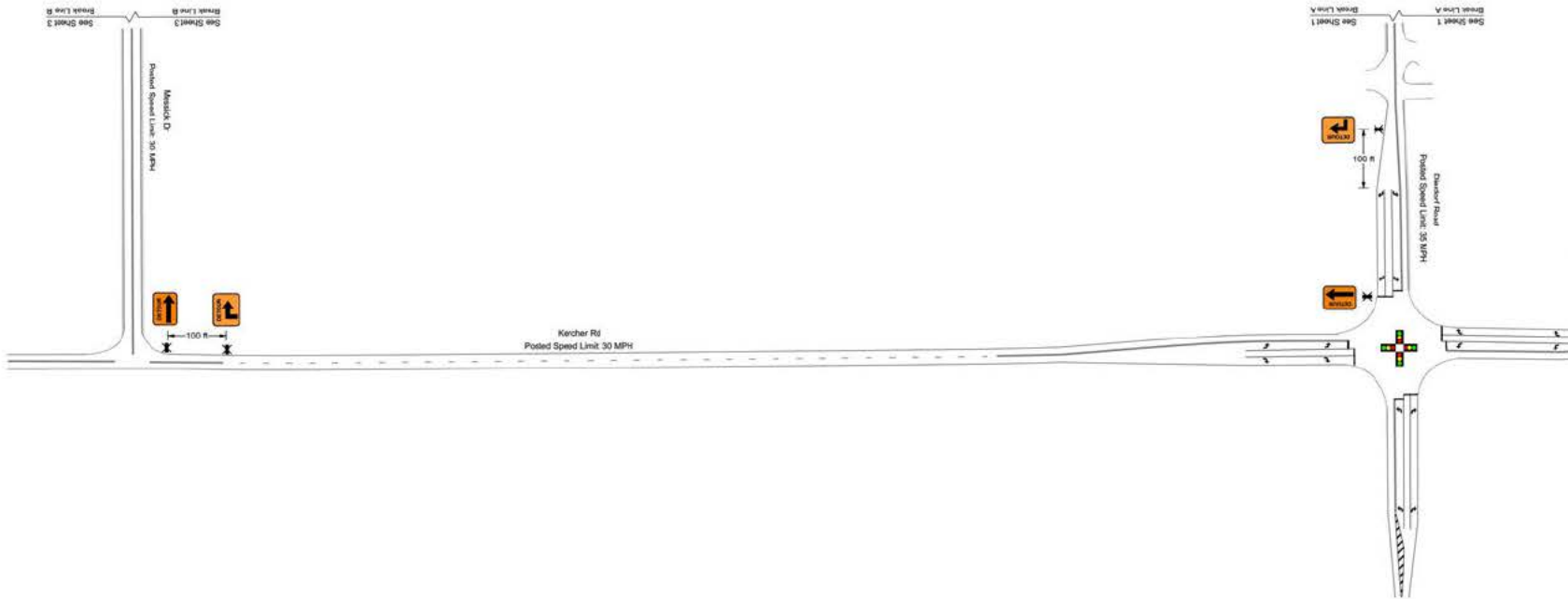
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2 OF 3

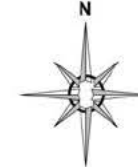


Legend

- Cone
- Pole
- Portable Sign Stand
- Type 3 Barricade
- Work Area

Section 5 & 6 - Dierdorf Rd Northbound Lane One-Way Road Closure and Detour Transmission Pole Placement

Legend	
	Cone
	Pole
	Portable Sign Stand
	Type 3 Barricade
	Work Area



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PREPARED FOR:
LS Traffic Control, Inc.

PROJECT NAME:
**One-Way Road Closure and Detour
Transmission Pole Placement**

Section 5 & 6 - Dierdorf Rd
Northbound Lane

PROJECT ADDRESS:
**Dierdorf Road
Greencroft Dr to Karlsa Dr
Goshen, Indiana**

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NO	DESCRIPTION	DATE

SHEET TITLE:
Temporary Traffic Control

SHEET NUMBER:
3 OF 3

