



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

Regular Meeting Agenda

**2:00 p.m. July 12, 2021**

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

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

Call to Order by Mayor Jeremy Stutsman

Approval of Agenda

(1) FD: Promotion of Phil Schrock to Fire Captain

(2) FD: Promotion of Lyle Wingard to Fire Lieutenant

(3) FD: Promotion of Matt Dunithan to Fire Sergeant

(4) Sidewalk Closure: 114 S. Main St.

(5) Res. 2021-19: Authorization of Emergency Repairs to Filter No. 2 at the North Wellfield

(6) Change order 1: Asphalt Paving Project, JN: 2021-0002

(7) Temporary Outdoor Seating Request: 123 E. Lincoln Ave.

Privilege of the Floor

Board of Public Works and Safety Order: 308 E. Plymouth Ave.

Approval of Civil City and Utility Claims

*Adjournment*



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

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

July 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Phillip Schrock to Fire Captain

From: Fire Chief Danny Sink

Phillip Schrock has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Phillip to the rank of Fire Captain for the Goshen Fire Department effective July 13, 2021. Thank you



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July 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Lyle R. Wingard to Fire Lieutenant

From: Fire Chief Danny Sink

Lyle Wingard has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Lyle to the rank of Fire Lieutenant for the Goshen Fire Department effective July 13, 2021. Thank you



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July 01, 2021

To: Board of Works and Public Safety

RE: Promotion of Matthew A. Dunithan to Fire Sergeant

From: Fire Chief Danny Sink

Matthew Dunithan has passed all of the required tests and standards required for promotion at GFD.

It is my pleasure to request your approval for the promotion of Matthew to the rank of Fire Sergeant for the Goshen Fire Department effective July 13, 2021. Thank you



# SCHROCK

COMMERCIAL CONSTRUCTION

2523 Messick Drive, Goshen, IN 46526  
Tel 574-533-1148 | Fax 574-533-5818  
schrockcommercial.com

July 8, 2021

*RE: Sidewalk Closing at 114 S Main St*

To Whom it May Concern,

We would like to request a sidewalk closing at 112-114-116 S Main St. (The Goshen News Building). The sidewalk will be closed to allow construction crews to demolish and renovate the stucco on the exterior of the building. Mobile lifts will also be used by crews.

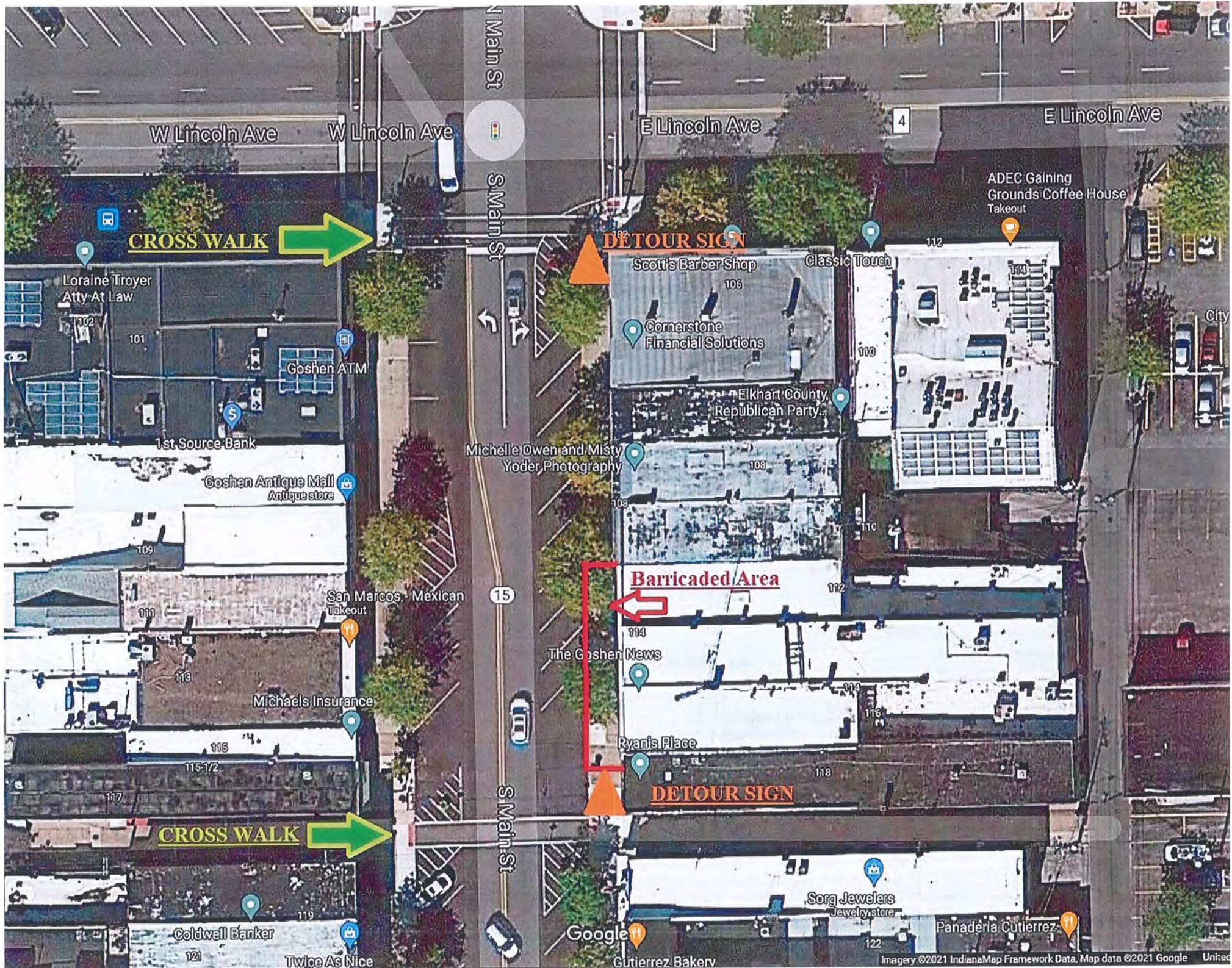
During the closure, sidewalk detour signs will be posted on the East side of Main St at Lincoln Ave and just north of the ally way between Edward Jones and Sorg Jewelers, allowing pedestrians to cross at crosswalks and detour on the West side of Main St. (See the map attached.)

The sidewalk will be barricaded off with 6' tall fencing with privacy screening. (Outlined in red on the map attached.)

We are requesting the sidewalk be closed for 30 days starting on August 2, 2021.

Sincerely,  
Austin Ham  
Schrock Commercial









51 ST

THE GOSWEN NEWS

P5192839





NEW FLENS

LOCAL





**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](http://www.goshenindiana.org)

To: The Board of Public Works & Safety  
From: Carla Newcomer  
Date: July 9, 2021  
Subject: Agreement with Peerless Midwest, Inc.

The City's Utility Department performed an inspection and determined that Filter #2 at the North Wellfield is not working and emergency repairs are necessary. Therefore, the City wishes to contract with Peerless Midwest, Inc. to perform an inspection, evaluation and repairs of Filter #2 at the North Wellfield.

**Suggested Motion:** To adopt Resolution 2021-19 and approve an Agreement with Peerless Midwest, Inc. Solutions to perform an inspection, evaluation and repairs to Filter #2 at the City's North Wellfield.



**RESOLUTION 2021-19**

**AUTHORIZATION OF EMERGENCY REPAIRS OF FILTER NO. 2  
AT THE NORTH WELLFIELD**

WHEREAS, Filter No. 2 at the City of Goshen’s North Wellfield is failing, causing a reduction in water pumping capacity at the North Wellfield.

WHEREAS, the water pumping capacity at the City’s Kercher Wellfield is currently below capacity.

WHEREAS, the combination of the reduced water pumping capacity at both the Kercher and the North Wellfield during the summer lawn sprinkling season, creates an emergency condition under I.C. 5-22-10-4 as the current water pumping capacity may not support the City’s Fire Department’s needs in the event a fire occurs within the City.

WHEREAS, Peerless Midwest, Inc., was contacted to perform an inspection and evaluation of Filter No. 2 that is scheduled for Thursday, July 15, 2021, to address emergency repairs of Filter No. 2

WHEREAS, Peerless Midwest, Inc., is available to make the repairs to Filter No. 2 as soon as Friday, July 16, 2021.

WHEREAS, the anticipated charges for the inspection, evaluation and repair of Filter No. 2 is approximately Thirty-Five Thousand Dollars (\$35,000.00)

NOW, THEREFORE, BE IT RESOLVED that:

1. The Goshen Board of Public Works and Safety finds that the condition of the Filter No. 2 at the North Wellfield is failing, creating an emergency condition, and Peerless Midwest is the closest vendor who is available to inspect, evaluate, and repair the filter.
2. Due to emergency circumstances and time constraint, there is not sufficient time to request competing bids or proposals.
3. The Goshen Board of Public Works and Safety approves and authorizes the Mayor to sign an agreement with Peerless Midwest, Inc., to inspect, evaluate and repair or replace Filter No. 2 at the North Wellfield.

PASSED and ADOPTED by the Goshen Board of Public Works and Safety on July 12, 2021.

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

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Michael A. Landis, Member

\_\_\_\_\_  
Barb Swartley, Member

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

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



# **AGREEMENT**

## **Rehabilitate Filter #2 at the City of Goshen North Wellfield**

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2021, between Peerless Midwest, 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, during the replacement of media in Filter #2 at the City’s North Plant, the City’s Utility Department performed an inspection and determined repairs to Filter #2 are necessary.

WHEREAS, the City desires to contract with Contractor, and Contractor agrees to provide the repairs to Filter #2 at the City’s North Plant.

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

### **CITY’S RESPONSIBILITIES**

The City will:

- provide a full-time attendant for help and safety.
- remove all the old eight inch (8”) steel piping within twelve inches (12”) of the walls.
- supply the steel for the dividing wall.
- supply and install the eight inch (8”) PVC Pipe with couplers to attach to the steel pipe.

### **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 repairs to Filter #2 at the City’s North Plant including the welding, steel cutting and fabrication.

Contractor’s work shall include:

- Repair of pitting in the steel side wall of the filter.
- Remove existing steel divider wall that splits the filter into two (2) cells and install a new wall with sheet metal and I beams with an extra horizontal I beam added for extra stability.
- Remove existing one inch (1”) threaded couplers for the air relief valves and reinstall with new couplers.
- Replace the inlet piping and support hangers with eight-inch (8”) Schedule 80 PVC and Stainless Steel used for the support hangers.
- Supply and install the eight-inch (8”) diameter, three-eighths inch (3/8”) thick, steel piping for the elbows and the through vessel connections for connecting to the PVC pipe
- Supply and install all eight inch (8”) steel pipe.

Contractor shall perform all work in this project during the days Monday to Friday between the hours of 7:00 am and 8:00 pm. City shall be notified in advance if Contractor intends to work on a Saturday and/or a Sunday.



Contractor shall warrant all workmanship and materials for one (1) year.

Contractor shall be responsible for the proper removal and disposal of all material, scrap and debris from the site and shall assume and pay any applicable fees and charges for such disposal. Contractor shall not abandon or dispose of any materials or debris except in accordance with all applicable local, state and federal laws.

Contractor is required to have and maintain all special hot work certifications and all OSHA confined space training.

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 work 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 work is an important element of this Agreement. Contractor shall perform all work as expeditiously as is consistent with professional skill and care in the orderly progress of the project.

### **COMPENSATION**

The City agrees to compensate Contractor for the services in this agreement in accordance with Contractor's hourly rates of One Hundred Five Dollars (\$105.00) per hour portal to portal up to eight (8) hour days, Saturdays at time and a half and Sundays and holidays at double time and shall be based on hours actually worked on the project in the amount of Thirty-Five Thousand Dollars (\$35,000.00).

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 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 intentional, reckless or negligent 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 \$2,000,000 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 or fails to fulfill any warranty, 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.

## **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:

Peerless Midwest, Inc.  
Attention: Adam L. Gerstbauer  
55860 Russell Industrial Parkway  
Mishawaka IN 46545

**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**

**Peerless Midwest, Inc.**

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

\_\_\_\_\_  
Michael Williams, Sales Manager

\_\_\_\_\_  
Michael A. Landis, Member

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

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

\_\_\_\_\_  
DeWayne Riouse, Member

\_\_\_\_\_  
Barb Swartley, Member

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









**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works and Safety and Stormwater Board

FROM: Josh Corwin, P.E.

RE: **ASPHALT PAVING PROJECT  
CHANGE ORDER NO. 1 (JN: 2021-0002)**

DATE: July 7, 2021

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Upon completion of the paving of Greene Road, the engineering department found that the resurfacing project plans lacked several items for the pavement markings required for the new Intermediate School.

Niblock's striping contractor will place the pavement markings according to the Intermediate School-Greene Road striping plans which has additional turn lanes and island crosshatches.

The approval of Change Order No.2 is for \$7,697.80, which raises the total project cost to \$935,688.05, and is a 10.68% increase.

**Requested motion: Move to approve Change Order No. 2 for the amount of \$7,697.80 which is a 10.68% increase to allow Niblock to complete the above work.**



# CHANGE ORDER FORM

Pg 1 of 3

Change Order No. 2

Date: 7/12/21

**CITY OF GOSHEN, INDIANA  
OFFICE OF THE CITY ENGINEER  
204 E. Jefferson Street, Suite 1  
Goshen, IN 46528**

OWNER: City of Goshen  
PROJECT NAME: Asphalt Paving  
PROJECT NUMBER: 2021-0002  
CONTRACTOR: Niblock Excavating

**I. DESCRIPTION OF WORK INVOLVED (Use additional sheets if needed)**

Upon completion of the paving of Greene Road, the Engineering Department found that the resurfacing project plans lacked several items for pavement markings required for the new Intermediate School.

Niblock's striping contractor will place the pavement markings according to the Intermediate School Greene Road striping plans which has additional turn lanes and island crosshatches.

CO2.1	Line, Thermoplastic, Yellow, 4" (Islands)	696 LF	@ \$1.40	\$974.40
CO2.2	Thermoplastic, Crosshatch, Yellow, 4"	208 LF	@ \$8.75	\$1,820.00
CO2.3	Thermoplastic, Crosswalk, White, 24"	108 LF	@ \$16.40	\$1,771.20
CO2.4	Thermoplastic, Lane Indication Arrow	12 EA	@ \$181.50	\$2,178.00
CO2.5	Thermoplastic, Lane Indication Arrow,	2 EA	@ \$324.50	\$649.00
CO2.6	Transverse Marking, Thermoplastic, Yield, 27"	28 LF	@ \$10.90	\$305.20

Subtotal - \$7,697.80



## CHANGE ORDER FORM

Pg 2 of 3

Change Order No. 2

### II. ADJUSTMENTS IN AMOUNT OF CONTRACT

1. Amount of original contract	\$845,436.25
2. Net (Addition/ <del>Reduction</del> ) due to all Previous Contract Supplements Numbers 1 to <u>2</u>	\$82,554.00
3. Amount of Contract, not including this supplement	\$927,990.25
4. Addition/ <del>Reduction</del> to Contract due to this supplement	\$7,697.80
5. Amount of Contract, including this supplemental	\$935,688.05
6. Total (Addition/ <del>Reduction</del> ) due to all Change Orders (Line 2 + Line 4)	\$90,251.80
7. Total percent of change in the original contract price Includes Change Order No. 1 to <u>2</u> (Line 6 divided by Line 1)	10.68%

### III. CONTRACT SUPPLEMENT CONDITIONS

1. The contract completion date established in the original contract or as modified by previous Contract Supplement(s) is hereby **extended**/reduced by 0 **calendar days**, making the final completion date August 5, 2021.
2. Any additional work to be performed under this Contract supplement will be carried out in compliance with the specifications included in the preceding Description of Work Involved, with the supplemental contract drawing designed as NA, and under the provisions of the original contract including compliance with applicable equipment specifications, general specifications and project specifications for the same type of work.
3. This Contract Supplement, unless otherwise provided herein, does not relieve the contractor from strict compliance with the guarantee provisions of the original contract, particularly those pertaining to performance and operation of equipment.
4. The contractor expressly agrees that he will place under coverage of his Performance and Payment Bonds and contractor's insurance, all work covered by this Contract Supplement. The contractor will furnished to the owner evidence of increased coverage of this Performance and Payments bonds for the accrued value of all contract supplements, which exceed the original contract price by (10.68) percent.

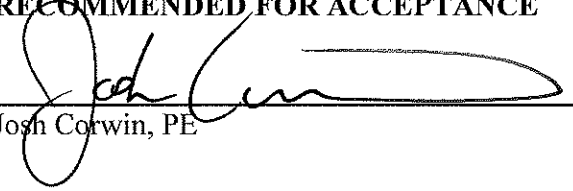


**CHANGE ORDER FORM**

Pg. 3 of 3

Change Order No. 2

**RECOMMENDED FOR ACCEPTANCE**

  
\_\_\_\_\_  
Josh Corwin, PE

**ACCEPTED:** Board of Works and Safety  
CITY OF GOSHEN, INDIANA

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

**ACCEPTED:** CONTRACTOR

\_\_\_\_\_  
Niblock Excavating

BY: \_\_\_\_\_  
Signature of authorized representative of Contractor

\_\_\_\_\_





**Engineering Department  
CITY OF GOSHEN**

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

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

## MEMORANDUM

TO: Board of Works Public and Safety

FROM: Engineering

RE: **OUTDOOR PUBLIC SEATING RIGHT-OF-WAY PERMIT  
(JN: ROW PERMIT)**

DATE: July 9, 2021

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Engineering has reviewed the Outdoor Public Seating Right-of-Way permit application for Venturi at 123 E Lincoln Avenue. Venturi's has requested to close off part of the alley to the west of 123 E Lincoln Avenue on Friday and Saturday evening's from 4pm – 11pm. This would allow Venturi five additional outdoor tables.

**Requested motion: Move to approve the closure of the alley between 119 E Lincoln Avenue and 113 E Lincoln Avenue on Friday and Saturday evenings from 4pm – 11pm until October 30, 2021 as well as the months of May through October of 2022.**

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

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

\_\_\_\_\_  
Barb Swartley, Member

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

\_\_\_\_\_  
DeWayne Riouse, Member

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



# Application for Temporary Outdoor Seating in Public Right-of-Way

## City of Goshen, Indiana

<b>Name of Business:</b> <u>Venturi</u>	<b>Business Phone Number:</b> <u>574-485-2985</u>
<b>Applicant Name:</b> <u>Stacy Dechnik</u>	<b>Applicant Phone Number:</b> (required for after-hours contact) <span style="background-color: black; color: black;">[REDACTED]</span>
<b>Address:</b> <u>123 e Lincoln ave goshen IN 46528</u>	
<b>Installation Date:</b> (On or After April 1 <sup>st</sup> ) <u>6/16</u>	<b>Removal Date:</b> (On or Before October 30 <sup>th</sup> ) <u>10/30</u>

**PERMIT APPLICANT** Stacy Dechnik 6/7/21  
Signature Date

**LIABILITY INSURANCE REQUIREMENTS**

\$1M General Liability Insurance  Yes  No

**APPLICATION FEE:**

The fee for each Outdoor Seating Right-of-Way application shall be \$20.00. Please make check payable to: "CITY OF GOSHEN"

Date Paid 6-7-21  Cash  Check # [REDACTED]

**City of Goshen "Approval of Permit"**

City Engineer	Date	Jeremy Stutsman, Mayor	Date
Michael Landis, Board Member	Date	Mary Nichols, Board Member	Date

**Application Checklist**

- Complete the application form
- Attach a scaled drawing showing the design of the installation with dimensions
- Include signed letters of support from adjacent property owners, if applicable
- Provide pictures or drawings that illustrate the materials to be used in the installation
- Provide a brief description of operations including if alcohol sales will occur and hours of operation
- Supply certificate of liability insurance
- If vehicular traffic will be impacted by construction, include an installation and removal plan showing traffic maintenance accommodations
- Create and provide a maintenance checklist

**Application Requirements**

Establishments in the Downtown Business District serving food and/or beverages as the primary offering, or banquet facilities and rentable space permitted to allow catering services at the facility may request approval from the City of Goshen to place additional temporary seating outside of the facility in the portion of the public right-of-way directly adjacent to the property. For the purposes of this document, the Downtown Business District is defined as the area being along or between 2<sup>nd</sup> Street and 5<sup>th</sup> Street while also being along or between Pike Street and Madison Street. The portion of the public right-of-way directly adjacent to the neighboring properties may also be utilized upon written consent of the that property owner as long as all utilized portions of the right-of-way are contiguous. All approved installations and placement of private effects within the public right-of-way must be temporary and will only be allowed from April 1<sup>st</sup> to October 30<sup>th</sup>, at which time, the outdoor seating within the right-of-way privilege expires and the right-of-way must be returned to its original condition. Applications must be submitted on a yearly basis and all requests to the City of Goshen will require the following criteria be met prior to approval:

- All seating must allow access to public utilities, waste collection receptacles, hydrants, alleys, manhole covers, ADA parking spaces, and driveways; and must adhere to all standard codes, rules and guidelines for such establishments, including those set forth by the Indiana Alcohol and Tobacco Commission, if applicable.
- At a minimum, a 5-foot walkway must be maintained free of all obstructions on either:
  1. A portion of the sidewalk with a cross slope of 2.0% or less, or
  2. The most level 5-foot wide section of walkway as determined by the Engineering Department.
- If table service is to be offered, separation must be provided between seating and walkway through placement of a vertical barrier with a minimum height of 36 inches. The barrier must be free-floating, not damage the sidewalk surface, and not cause a trip hazard within the defined walkway.



- All necessary electrical connections must be encased in a cord safety cover.

Temporary walkways and seating areas constructed in adjacent parking spaces must be approved by the Board of Public Works and Safety, will be approved subject to parking demand, and will require the following criteria be met:

- All temporary walkways and seating areas must be on constructed surfaces that are a minimum of four inches high along the travel lane of the adjacent roadway, covered in slip-resistant material, and have a minimum load bearing weight of 100 lbs./sq. ft.
- All temporary walkway and seating construction must allow the existing drainage patterns to be maintained and must provide a clear area adjacent to the curb in the roadway to allow runoff to flow. The required opening shall be no less than 12 inches in width and have a height of two inches or the height of the adjacent curb, whichever is greater.
- Constructed walkways must meet all guidance set forth in the U.S. Access Board's Proposed Rights-of-Way Accessibility Guidelines and provide a minimum walkway width of five feet.
- All temporary walkways and seating areas must be separated from the adjacent roadway with a vertical barrier that is a minimum of 36-inches high. The vertical barrier must be rigid, fastened securely to the constructed surface, and have no passable gaps greater than 6-inches. The vertical barrier, or delineators/bollards with reflective tape placed in addition to the barrier, must be placed between 18 and 36 inches away from the lane line of the adjacent travel lane and must be easily visible to the traveling motorist on said facility.
- A 3-foot clear area must be provided as a buffer between any construction and the closest parking space or driveway and the installation cannot obstruct vehicle sight lines as determined by the Engineering Department.
- Where requested by the City, additional separation and or protection may be required on the upstream end (end at risk of vehicle impact) of the construction. These determinations will be based on vehicle speed and a driver expectancy\* in the adjacent roadway.

\***Driver expectancy** refers to a driver's readiness to respond to hazards that are expected to be in a particular type of roadway corridor. If a hazard is atypical to the corridor than it is considered to be outside the expectancy of the driver.

#### **Operation and Maintenance**

Applicants are solely responsible for the maintenance and upkeep of their installations. This includes all duties and costs related to keeping the installation clean and in good condition. Areas should be cleaned each day of operation and any damage repaired promptly. Proper maintenance is a condition of the permission to install, and failure to conduct proper maintenance will result in the loss of permissions. The following list should be used as a minimum maintenance checklist:

- Wipe down table and chairs
- Clean up rubbish within and around the area
- Sweep in and around the area
- Remove debris against the outside edge of the barrier and along curb to help maintain free flow of runoff
- Water and maintain installed plantings

The City reserves the right to remove the installation if emergency or utility work needs to be conducted. The applicant will be responsible for all costs associated with the disassembly and removal of the installation.

#### **Terms and Conditions**

By applying for the Outdoor Seating in Public Right-of-Way of the Downtown Business District, Applicant agrees and shall comply with all terms and conditions included in this application and any related permit issued by the City of Goshen ("City"), which terms and conditions are detailed herein. Applicant acknowledges and agrees that the City may, in its sole discretion, deny or reject any application site that presents safety or traffic circulation concerns. Further, the City may, in its sole discretion, limit, reduce, or revoke any permit issued that presents safety or traffic circulation concerns.

- A. General Terms and Conditions.** Applicant acknowledges that this and any permit issued are revocable, at the sole discretion of the City, and temporary. As a result, any permit issued by the City shall be a revocable, temporary license permitting the applicant to operate an outdoor seating area for a limited period of time. Any permit issued creates no other property interest than a revocable license. This or any permit issued does not create a private right to occupy the public right-of-way or diminish the Mayor's, or his or her designee, authority to oversee and manage the use of the public right-of-way in the City's best interest. This revocable right-of-way privilege for outdoor seating is subject to modification or revocation at the City's sole discretion. For installations with impacts to parking spaces or vehicular alleyways, Applicant agrees and acknowledges that the City's Engineering Department will review the application and approve or deny the application for submission to the Board of Public Works and Safety and that the City's Board of Public Works and Safety will review the application and grant, grant with conditions, or deny the



application. Applicant agrees and acknowledges that for all other installations the City's Engineering Department will review the application and grant, grant with conditions, or deny the application. Applicant agrees and acknowledges that the Board of Public Works and Safety or the City's Engineering Department must approve the permit prior to the start of work. Applicant agrees and acknowledges that the City has the authority to condition or revoke approvals deemed to have been improvidently granted or inappropriate in light of new information or changed circumstances. In addition, the City may impose conditions on new or existing approvals in order to promote the public health, safety, and welfare and to mitigate adverse impacts that have arisen or may arise in connection with a new or expanded outdoor seating area approved under this program. Anyone who wishes to challenge the approval or denial may seek reconsideration by the City Engineer by submitting the appeal to the approval or denial via email to the City's Engineering Department. This shall be the exclusive means of appealing any approvals granted or revoked under the program. The City Engineer shall have the sole discretion to approve or reject a challenge, but such determination shall consider application requirements, program guidelines, and public health, safety, and welfare needs.

**B. Operating Terms and Conditions.** Applicants by applying for an Outdoor Seating Permit agree to comply with the following operating conditions:

1. Applicant shall comply with and enforce customer compliance with state and local requirements for restaurant and bar operation
2. Applicant shall be responsible for properly cleaning and disinfecting all dining tables and chairs as needed or required by local health requirements
3. Applicant shall have adequate on-site hand sanitizing and hand-washing stations available to employees and customers
4. Applicant shall be responsible for coordinating any issues or permissions required from neighboring operators affected by its proposed site
5. Applicant shall comply with all required liquor laws and be responsible for coordinating compliance with applicable local and state authorities
6. Applicant shall not store or prepare food within the City's right-of-way

**C. Standard Terms and Conditions: Outdoor Seating in Public Right-of-Way of the Downtown Business District.** Each applicant receiving permission to establish outdoor seating area in the right-of-way ("Permittee") agrees and shall abide by the following standard terms and conditions:

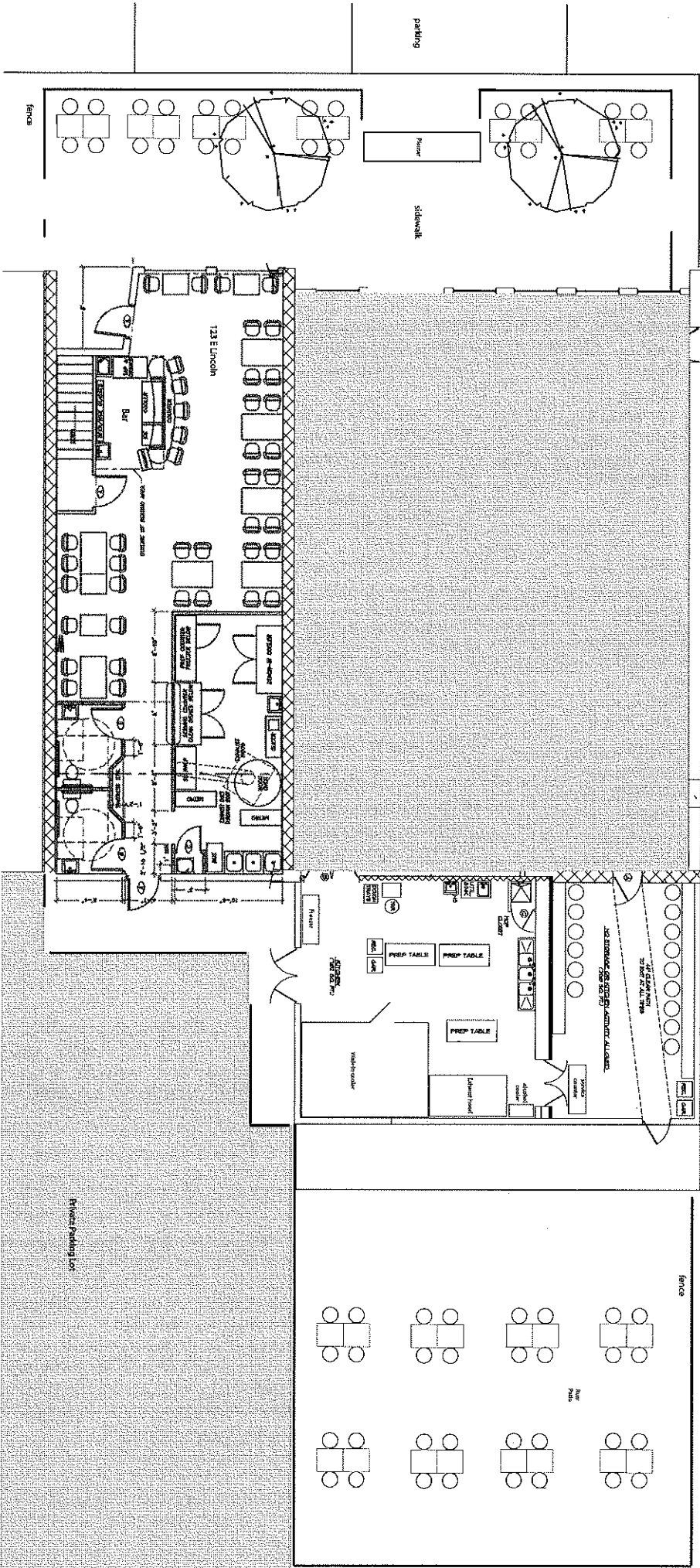
1. **COVID-19 Health Requirements and Other Standard Conditions.** The Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contactors to comply with all federal, state and local statutes, rules, and orders addressing public health and social distancing, including any orders issued by the Elkhart County Health Department ("Public Health") and/or the City of Goshen ("City") that might apply to outdoor seating areas in the right-of-way. This shall include requirements governing social distancing, face covering, and other requirements for restaurants from the State of Indiana. In the event of a conflict between Public Health and state guidance, Permittee shall comply with whichever is more protective of the public health as determined by the City. In addition, the Permittee shall comply and further shall cause its employees, agents, guests, invitees, and contractors to comply with these terms and conditions and any other rules or regulations established by the City that might apply to outdoor seating areas in the right-of-way, which the City may modify or supplement from time to time in order to protect and promote the public health, safety, and welfare.
2. **Expenses.** All expenses associated with Permittee's establishment and operation of outdoor seating in the right-of-way shall be borne by Permittee. The City shall not be responsible for any costs associated with the Permittee's establishment and operation of outdoor seating in the right-of-way.
3. **Establishment of Outdoor Seating Area.** In establishing outdoor seating in the right-of-way, Permittee shall not modify, alter, or demolish existing curbs, sidewalks, streets or other encroachments within or near the right-of-way or attach furniture or other fixtures using fasteners, adhesives, or other invasive means, unless specifically approved by the City as part of the City's approval of Permittee's plans. Permittee acknowledges and agrees to have the installation inspected by the Engineering Department prior to use.
4. **Maintenance of Outdoor Seating Area.** Following the Permittee's establishment and operation of outdoor seating in the right-of-way, Permittee shall maintain the area in good, clean and safe condition and repair and in accordance with applicable City rules and regulations. If the City determines that the outdoor seating area poses a hazardous condition, has caused damage to City property, or is otherwise not being properly maintained, the City may require Permittee to immediately take such action as is necessary to rectify the situation to the City's satisfaction. If Permittee fails to correct the identified hazardous condition, improper maintenance, damage, or other problem caused by the outdoor seating area, the City may do so; whereupon Permittee shall pay all costs incurred by the City, together with interest thereon from the date that the City pays or incurs such costs at a reasonable rate of interest determined by the City, within thirty (30) days after the City's written demand.
5. **City's Right to Enter upon Occupied Right-of-Way.** Permittee acknowledges that the City and its authorized agents have unlimited right to enter upon the right-of-way at any time for any purpose,



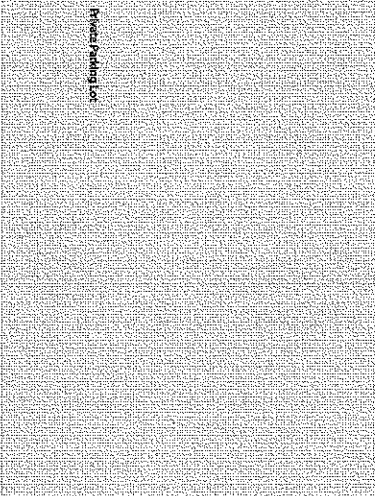
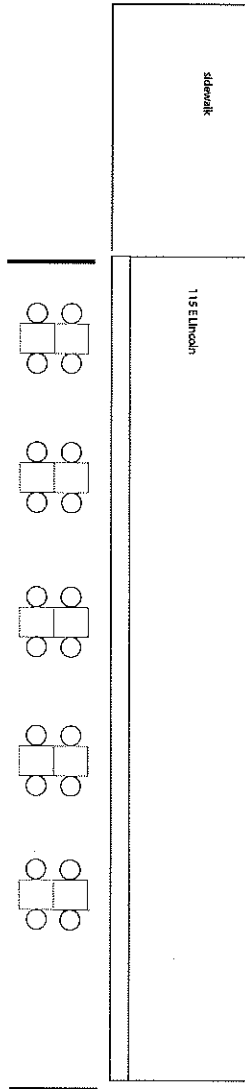
including without limitation to inspect the right-of-way and permitted encroachments; provided, however, the City shall have no duty to inspect.

6. **Rights of Utility Companies.** All rights herein granted to Permittee establish and operate outdoor seating area in the right-of-way are subject and subordinate to the rights of any and all utility companies that may now or hereafter have utility lines and/or other utility installations within the right-of-way. Permittee shall not alter, relocate, or otherwise interfere with such utility lines and installations and shall not do anything that will impair such utility companies' right to enter upon the right-of-way from time to time for all purposes associated with the operation, maintenance, repair, replacement or removal of such utility lines and installations. Permittee shall ensure that such utility companies have continued access to the subject area, 24 hours per day, 7 days per week, 52 weeks per year.
7. **Insurance.** During the period in which this revocable privilege is in effect, Permittee shall maintain a policy of General Liability insurance with respect to the right-of-way and the outdoor seating area in an amount not less than One Million Dollars per occurrence, combined single limit, naming the City as an additional insured. Permittee shall furnish to the City a certificate of insurance evidencing such insurance prior to commencing construction of Permittee's permitted encroachments, unless otherwise authorized by the City.
8. **Waiver of Claims for Damage.** The City shall have no responsibility or liability for loss or damage to any person or property including the permitted encroachments or theft of any permitted encroachments or any items of personal property that may at any time be on the right-of-way, including without limitation damage caused by the general public, trespassers, graffiti, thrown objects, wind, hail fire, or other casualty, no matter how such damage is caused. As a material inducement to the City to grant this outdoor seating privilege, Permittee hereby waives, as against the City and its elected officials, officers, employees, agents, guests, invitees, and contractors, all claims and liability, and on behalf of Permittee's insurers, rights of subrogation, with respect to property damaged or destroyed by fire or other casualty or any other cause, no matter how caused.
9. **Indemnification.** Permittee shall indemnify, defend, and save the City, its elected officials, officers, employees, agents, and contractors harmless from and against any and all losses, damages, settlements, costs, charges professional fees, and other expenses and liabilities of every kind and character (including without limitation attorney fees) arising out of or related to any and all claims, liens, demands, obligations, actions, proceedings, or causes or action of every kind and character in connection with Permittee's establishment and operation of outdoor seating area in the right-of-way, use of the right-of-way, or violation of the provisions set forth in this outdoor seating privilege, including without limitation any of the foregoing that may arise or be claimed with respect to any death, personal injury, or loss of or damage to property on or about the right-of-way. Permittee shall assume the defense (with counsel acceptable to the City) and settlement of any and all such suits or other legal proceedings brought against the City and shall pay all judgements entered in such suits or other legal proceedings. The assumption of liability and indemnity obligations of Permittee under this outdoor seating privilege shall survive the termination of this outdoor seating privilege with respect to matters arising prior thereto.
10. **Compliance with all Applicable Laws.** Permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations, ordinances, or other rules.
11. **Adverse Impacts on Adjacent Properties.** Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, or removal of the permitted encroachments.
12. **Accessibility.** Permission for outdoor seating in the right-of-way shall be conditioned on maintenance of accessible conditions along the sidewalk adjacent to the outdoor at least 60-inches in width at all points adjacent to the outdoor seating area, which area shall be permitted to be narrowed due to existing sidewalk fixtures (e.g., light posts, fire hydrants, and other fixtures) but in no case shall be narrower than 48-inches for a length of more than 2-feet.
13. **City's Right to Revoke.** The City shall have the right to revoke or alter, at its sole discretion, this outdoor seating privilege, upon providing written notice to Permittee. Within 14-days, unless otherwise agreed to by the City, Permittee shall remove the permitted encroachment and restore the right-of-way to a condition that is acceptable to the City.
14. **Obligation to Remove Permitted Encroachment.** If Permittee fails to timely remove the permitted encroachment and restore the right-of-way as required under this outdoor seating privilege, the City may do so at Permittee's expense. All obligations of Permittee hereunder that have accrued but have not been fully performed as of the effective date of the termination of this outdoor seating privilege shall survive such termination until fully performed.
15. **Transfer of Permittee's Property.** This outdoor seating privilege is personal to Permittee, shall not inure to the benefit of Permittee's successors-in-interest with respect to Permittee's property, and shall not be recorded in the public records. Permittee shall provide the City thirty (30) days' prior written notice of its intent to close on the sale or transfer of Permittee's property. Upon Permittee's sale or transfer of Permittee's property, this outdoor seating privilege shall automatically terminate. Prior to the closing on any such sale or transfer, unless the City has granted, and the purchaser or transferee has accepted, an outdoor seating privilege for the permitted encroachments and restore the right-of-way to a condition that is acceptable to the City.





After  
Closed Friday/Saturday  
4-11 pm





Serenity Property Management

119 E Lincoln Ave

Goshen, IN 46528

April 29, 2021

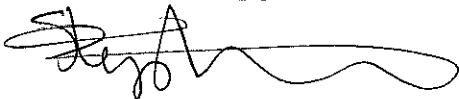
To Whom it May Concern:

I, Stephanie Honderich, have no objections to Venturi/EAT using the alley between our buildings, 119 E Lincoln Ave and 113 E Lincoln Ave. Please let me know if you have any questions.

Sincerely,

Stephanie Honderich

Owner

A handwritten signature in black ink, appearing to read 'Stephanie Honderich', with a long horizontal flourish extending to the right.

4/29/21







**Description of Operations:**

- Table service and/or to go seating depending on staffing
- Table service - sale of food and alcohol delivered by staff
- To go seating - customer can order food and canned beverages (including alcohol) to go and can sit in the alley
- Trash cans will be in alley for proper disposal



## Alley Cleaning Checklist

### Open:

- Move tables and chairs to alley
- Wipe down all tables and chairs
- Clean and sweep alley of any rubbish
- Set out trash cans
- Turn on string lights

### Close:

- Wipe down all tables and chairs
- Clean sweep alley of any rubbish
- Move tables and chairs out to alley
- Dispose of trash and move cans out of alley
- Turn off string lights





PIZZE-1

OP ID: SC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/16/2021

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

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

<b>PRODUCER</b> Salem Insurance An ISU Network Member 609 W. Lincoln Ave. Goshen, IN 46526 Ben Leavitt 574-533-0573	<b>CONTACT NAME:</b> Ben Leavitt <b>PHONE (A/C, No, Ext):</b> 574-533-0573 <b>E-MAIL ADDRESS:</b> bleavitt@salemmins.com	<b>FAX (A/C, No):</b> 574-534-4904
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pizzeria Venturi LLC 123 E Lincoln Ave Goshen, IN 46528	<b>INSURER A:</b> Cincinnati Insurance Company	<b>NAIC #</b> 10677
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		EPP 0603107	01/15/2021	01/15/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMPI/OP AGG	\$ 2,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0603107	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/>	N/A			PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Property Section			EPP 0603107	01/15/2021	01/15/2022		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

<b>CITYOFG</b>  City of Goshen 202 S 5th St Goshen, IN 46528	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Ben Leavitt
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**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
04/15/2021

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

<b>PRODUCER</b> Salem Insurance An ISU Network Member 609 W. Lincoln Ave. Goshen, IN 46526 Ben Leavitt	574-533-0573		<b>CONTACT NAME:</b> Ben Leavitt <b>PHONE (A/C, No, Ext):</b> 574-533-0573 <b>E-MAIL ADDRESS:</b> bleavitt@salemins.com		<b>FAX (A/C, No):</b> 574-534-4904
	<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
<b>INSURER A :</b> Cincinnati Insurance Company				<b>10677</b>	
<b>INSURED</b> Pizzeria Venturi LLC 123 E Lincoln Ave Goshen, IN 46528					
<b>INSURER B :</b>					
<b>INSURER C :</b>					
<b>INSURER D :</b>					
<b>INSURER E :</b>					
<b>INSURER F :</b>					

**COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPP 0603107	01/15/2021	01/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0603107	01/15/2021	01/15/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <b>EXCESS LIAB</b> OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Property Section</b>			EPP 0603107	01/15/2021	01/15/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Pizzeria Venturi LLC 123 E Lincoln Ave Goshen, IN 46528	<b>CANCELLATION</b>  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 Ben Leavitt
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ORDER OF THE CITY OF GOSHEN BOARD OF PUBLIC WORKS AND SAFETY

May 17, 2021

To: Cecil Bontrager  
61818 County Road 33  
Goshen, IN 46528

RE: Premises at 308 E. Plymouth Avenue Goshen, Indiana

As a person holding a substantial property interest in the real estate at 308 E. Plymouth Avenue, Goshen, Indiana, you were served with an Order of the City of Goshen Building Department dated April 15, 2021 by Carla Newcomer. Paralegal, who mailed the Order by certified mail with return receipt requested and by first-class mail on April 15, 2021.

This comes for a hearing before the City of Goshen Board of Public Works and Safety on May 17, 2021 to review the April 15, 2021 Order of the City of Goshen Building Department. The City of Goshen Building Department appears by Building Inspectors Travis Eash and Myron Grise. Cecil Bontrager was also present at the hearing.

Evidence was presented and arguments heard. The Board of Public Works and Safety being duly advised in the condition of the buildings and/or premises at 308 E. Plymouth Ave, Goshen, Indiana continues the hearing to July 12, 2021 at 2:00p.m. relative to whether the present condition of the buildings and/or premises are unsafe because the buildings and/or premises are in an impaired structural condition that makes it unsafe to a person or persons, and /or whether the property is vacant and not maintained in a manner that would allow human habitation, occupancy, or use under the requirements of a statute or ordinance.

In particular, the Board shall determine whether the present condition of the buildings and/or premises are in violation of the following sections of Title 6, Article 3, Chapter 1 of the Goshen City Code:

1. Furnace needs to be assessed to ensure that it is in good working condition (violation of Section 6.3.1.3 (e).
2. All duct work needs to be property connected and in good working condition (violation of Section 6.3.1.3(g).
3. Bathroom is missing a working tub or shower. (violation of Section 6.3.1.2(c).
4. Junction boxes are missing covers and electrical wiring is exposed. (violation of Section 6.3.1.1(a)).
5. Ceilings materials collapsed and/or missing (violation of Section 6.3.1.1(b)).
6. Floor boards are rotten and floor coverings are torn (violation of Section 6.3.1.1 (b))



7. Plumbing system is not properly connected (violation of Section 6.3.1.2(b)).
8. Chipping and peeling paint and unpainted surfaces exposed to elements (violation of Section 6.3.1.1(g)).

You remain ordered to repair or rehabilitate the building to bring it into compliance with the Neighborhood Preservation Ordinance and pull all necessary permits to allow the City of Goshen Building Department to assess the work, by July 12, 2021. In particular, you remain ordered to make the following corrections:

1. The furnace needs to be assessed by a HVAC Professional to determine that it is in good working condition.
2. All duct work needs to be evaluated by a HVAC Professional to determine that it is in good working condition.
3. Junction boxes and electrical wiring needs to be assessed and fixed by a licensed electrician.
4. Plumbing needs to be fixed and assessed by a licensed plumber to ensure that it is in good working condition.
5. Rotted wood floor boards must be replaced and all flooring must be properly installed and updated.
6. Aging shingles and roofing must be replaced and water tight.
7. Ceiling needs to have drywall installed, mudded and painted.
8. All chipping and peeling paint inside and outside of the real estate must be painted.
9. All unpainted surfaces inside and outside of the real estate must be painted.

In the event that you fail to comply with the Order dated April 15, 2021, 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.

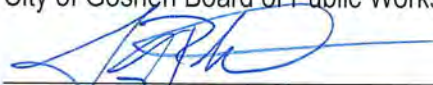
In the event that you fail to comply with the Order dated April 15, 2021 the City of Goshen may pursue action in a court in Elkhart County to seek fines and costs.

Indiana Code § 36-7-9-27 requires that if you transfer your interest or any portion of your interest in the unsafe building and/or premises 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 and/or premises, you must also supply City of Goshen 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 Board of Public Works and Safety is issued on May 17, 2021.

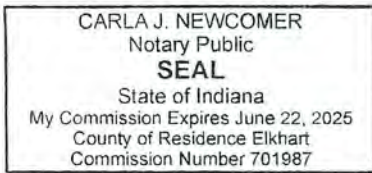
City of Goshen Board of Public Works and Safety

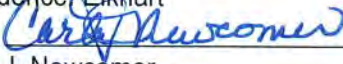
  
\_\_\_\_\_  
Jeremy P. Stutsman, Mayor

STATE OF INDIANA            )  
                                          ) SS:  
COUNTY OF ELKHART        )

Before me the undersigned, a Notary Public, appeared the City of Goshen Board of Public Works and Safety by Jeremy P. Stutsman, Mayor, and acknowledged the execution of the foregoing Order on May 20, 2021.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



County of residence: Elkhart  
Notary Public:   
Printed: Carla J. Newcomer  
My commission expires: June 22, 2025

This instrument was prepared by Bodie J. Stegelmann, Goshen City Attorney, Attorney No. 18180-20, City of Goshen Legal Department, 204 East Jefferson Street, Suite 2, Goshen, Indiana 46528, (574) 537-3854.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law (Bodie J. Stegelmann).

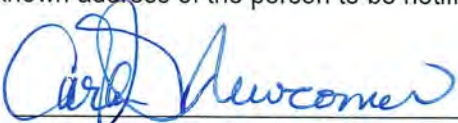
**CERTIFICATE OF SERVICE**

The undersigned certifies that the foregoing Order of the City of Goshen Board of Public Works and Safety dated May 17, 2021 for the premises at 308 E. Plymouth Ave., Goshen, Indiana, was served upon:

Cecil Bontrager  
61818 County Road 33, Goshen, IN 46528

on May 20, 20 21.

By sending a copy by certified mail to the residence of the person to be notified, with return receipt requested and sending a copy by regular first-class mail to the last known address of the person to be notified.

  
\_\_\_\_\_  
Carla Newcomer, Paralegal  
City of Goshen Legal Department